

**December 04, 2012  
City Commission Room, 700 N. Jefferson, Junction City KS 66441**

**Mayor Pat Landes  
Vice Mayor Jim Sands  
Commissioner Cecil Aska  
Commissioner Scott Johnson  
Commissioner Jack Taylor  
City Manager Gerry Vernon  
City Attorney Catherine Logan  
City Clerk Tyler Ficken**

**1. 7:00 P.M. - CALL TO ORDER**

- a. Moment of silence
- b. Pledge of Allegiance

**2. PUBLIC COMMENT:** The Commission requests that comments be limited to a maximum of five minutes for each person.

**3. CONSENT AGENDA:** All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

- a. Consideration of Appropriation Ordinance A-23 2012 dated–Nov 10th–Nov 26th 2012 in the amount of \$806,940.64
- b. Consideration of the Minutes for the November 20, 2012 City Commission Meeting and November 28, 2012 Special City Commission Meeting.
- c. Consideration and acceptance of Emergency Shelter Grant.
- d. Consideration of ambulance contractual obligation adjustments and bad debt adjustments (September 2012)
- e. Consideration of ambulance contractual obligation adjustments and bad debt adjustments (October 2012).
- f. The consideration and approval of Resolution 2676, setting a public hearing date of January 15, 2013 to address condemnation of 508 W 10th St.
- g. Consideration of 2012 Budget amendments for public hearing.

**4. UNFINISHED BUSINESS:**

- a. Consideration of Resolution R-2677 concerning residency.

- b. Discussion and consideration of Section 4.6 of the Personnel Policy concerning Nepotism.

5. **NEW BUSINESS:**

- a. Consideration to approve the amendment to Jupiter, Kansas Inc. lease to provide needed gap financing to the company through 2013.
- b. Consideration of Case No. Z-11-01-12, request of Joe Teeter, owner, to rezone property at 709 North Madison Street from "CN" Neighborhood Commercial District to "CSP" Special Commercial District.
- c. Consideration of Case No. FP-11-01-12, the final plat approval of the Helland Addition to the City of Junction City, Kansas.
- d. Consideration of 2013 Master Economic Development agreement.

6. **COMMISSIONER COMMENTS:**

7. **STAFF COMMENTS:**

8. **ADJOURNMENT:**

**Backup material for agenda item:**

- a. Consideration of Appropriation Ordinance A-23 2012 dated—Nov 10th-Nov 26th 2012 in the amount of \$806,940.64

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

Dec 4th, 2012

**From:** Cynthia Sinkler, Water Billing and Accounts Payable Manager  
**To:** **City Commissioners**  
**Subject:** Consideration of Appropriation Ordinance A-23 2012 dated—Nov 10<sup>th</sup>-  
Nov 26<sup>th</sup> 2012 in the amount of \$ 806,940.64

**Background:** Attached is listing of the Appropriations for —Nov 10-Nov 26 2012

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**Appropriations —Nov 10-Nov 26 2012**

#### **Bill Due before Next Commission**

**Verizon Cell Bill** **\$3,235.59**





DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	LOYAL AMERICAN LIFE INSURANCE COMPANY	10/31/12	CANCER PLAN	362.06
			11/16/12	CANCER PLAN	362.06
		FAMILY SUPPORT PAYMENT CENTER (MISSOURI)	11/16/12	MACSS #41061331/ CV103-753	154.85
		INTERNAL REVENUE SERVICE	11/16/12	FEDERAL WITHHOLDING	29,167.91
			11/16/12	SOCIAL SECURITY WITHHOLDING	3,575.61
			11/16/12	MEDICARE WITHHOLDING	3,553.79
		ING LIFE INSURANCE & ANNUITY COMPANY	11/16/12	ING	3,199.96
		AMERICAN UNITED LIFE INSURANCE COMPANY	10/31/12	AMERICAN UNITED LIFE	543.59
			11/16/12	AMERICAN UNITED LIFE	543.59
		JUNCTION CITY FIREFIGHTERS AID ASSOCIATION	11/16/12	FIREFIGHTERS AID ASSOCIATION	105.00
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	3,410.39
			11/16/12	PHS EMPLOYEE	3,487.71
			10/31/12	PHS EMP/CHILD	890.92
			11/16/12	PHS EMP/CHILD	890.92
			10/31/12	PHS EMP/SPOUSE	1,139.16
			11/16/12	PHS EMP/SPOUSE	1,139.16
			10/31/12	PHS FAMILY	1,757.60
			11/16/12	PHS FAMILY	1,318.20
		CONTINENTAL AMERICAN INSURANCE COMPANY	10/31/12	CAIC	99.13
			11/16/12	CAIC	99.13
		CITY OF JUNCTION CITY	10/31/12	CITY OF JUNCTION CITY (G-F)	47.75
			11/16/12	CITY OF JUNCTION CITY (G-F)	42.75
			10/31/12	TELEPHONE REIMBURSEMENT	25.50
			11/16/12	TELEPHONE REIMBURSEMENT	25.50
			10/31/12	TELEPHONE REIMBURSEMENT	156.72
			11/16/12	TELEPHONE REIMBURSEMENT	169.97
		KANSAS PAYMENT CENTER	11/16/12	GARNISHMENT	457.02
			11/16/12	GARNISHMENT	258.46
			11/16/12	KANSAS PAYMENT CENTER	851.24
		COLONIAL SUPPLEMENTAL INSURANCE	10/31/12	COLONIAL INSURANCE	13.00
			11/16/12	COLONIAL INSURANCE	13.00
			10/31/12	COLONIAL INSURANCE	16.90
			11/16/12	COLONIAL INSURANCE	16.90
		BERMAN & RABIN, P. A	11/16/12	09LM125	497.95
		MICHIGAN STATE DISBURSEMENT UNIT	11/16/12	GARNISHMENT-912507765	74.89
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	664.17
			11/16/12	DELTA DENTAL OF KANSAS	653.51
		FIREMEN'S RELIEF ASSOCIATION	11/16/12	FIREMANS RELIEF	186.48
		JUNCTION CITY FIRE FIGHTERS ASSOCIATION	11/16/12	I.A.F.F. LOCAL 3309	924.00
		JUNCTION CITY POLICE	11/16/12	JCPOA	730.00
		KANSAS DEPT OF REVENUE	11/16/12	STATE WITHHOLDING	11,283.38
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	1,750.18
			11/16/12	KP&F	12,448.40
			11/16/12	KPERS #2	2,147.13
		POLICE & FIREMEN'S	10/31/12	POLICE & FIRE INSURANCE	1,173.25
			11/16/12	POLICE & FIRE INSURANCE	1,180.25
		FLEXIBLE SPENDING ACCOUNT #41807030	11/16/12	FIRST STATE BANK	1,777.99
		PRE-PAID LEGAL SERVICES,	11/16/12	PREPAID LEGAL	15.96
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	10/31/12	AFLAC	91.91
			11/16/12	AFLAC	91.91
			10/31/12	AFLAC BEFORE TAX	1,260.10
			11/16/12	AFLAC BEFORE TAX	1,313.14
		ROLLING MEADOWS GOLF COURSE	11/16/12	ROLLING MEADOWS GOLF COURSE	20.83
		UNITED WAY OF JUNCTION CITY-GEARY COUNCIL	11/16/12	UNITED WAY	214.90
				TOTAL:	96,395.78

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
INFORMATION SYSTEMS	GENERAL FUND	MISSION ELECTRONICS	11/13/12	FREIGHT ON INVOICE#0037798	2.67
		VERIZON WIRELESS	11/12/12	IS Director	51.64
		CDW GOVERNMENT INC	11/05/12	Wireless Controller	2,599.08
			11/08/12	Wireless Ctl SVC AG	336.00
			11/16/12	VM VCenter VSphere	1,368.94
			11/16/12	VCenter - Maint 1 yr	561.42
		INCODE	10/09/12	Web Publishing Fees	200.00
		CARD CENTER	10/31/12	Spiceworld - Travel	31.20
			10/31/12	Spiceworld - Travel	25.00
			10/31/12	Spiceworld - Dining	7.29
			10/31/12	Spiceworld - Dining	31.52
			10/31/12	Spiceworld 2013 Registrati	149.00
			10/31/12	Spiceworld - Dining	19.70
			10/31/12	Spiceworld - Lodging	652.05
			10/31/12	Spiceworld - Dining	7.34
			10/31/12	Spiceworld - Travel	25.00
			10/31/12	Phone Lines - Cox	28.49
			10/31/12	Channel 3 Digital Music	34.73
			10/31/12	Server Room Rack KVM	1,220.22
				TOTAL:	7,351.29
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	556.21
			11/16/12	MEDICARE WITHHOLDING	130.08
		ING LIFE INSURANCE & ANNUITY COMPANY	11/16/12	ING	334.62
		DAILY UNION	11/26/12	ADMIN-2013-SUBSCRIPTION	111.60
		MISSION ELECTRONICS	11/13/12	FREIGHT ON INVOICE#0037798	2.67
		GEARY COUNTY HEALTH DEPT.	11/26/12	2012-4TH QTR DISTRIBUTION	40,982.25
		CENTRAL NATIONAL BANK	11/26/12	RIMROCK IRB 2012 PAYMENT	55,000.00
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	347.93
			11/16/12	PHS EMPLOYEE	347.93
		TELEPLUS SOLUTIONS	11/15/12	Lower Rates / Switch to Co	451.15
			11/15/12	Cell Phone Zero Useage	25.10
			11/15/12	FAX Server DID Trunk Cost	73.38
		AGENDAPAL CORPORATION	11/17/12	Agenda Pal	449.00
		THE AUSTIN PETERS GROUP, INC	11/15/12	FIRST PYMNT-FIRE CHIEF REC	2,500.00
		KRISTA BLAISDELL	11/15/12	TRVL REIMB-OCT 22 & 23 201	186.37
		DAWN JAEGER	11/26/12	SALARY SURVEY-1 OF 3 INVOI	1,000.00
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	38.19
			11/16/12	DELTA DENTAL OF KANSAS	38.18
		GEARY COUNTY TREASURER	11/26/12	1-00935-DEC 12-E 6TH	2,902.66
			11/26/12	1-03086-DEC 2012-W 14TH ST	71.55
			11/26/12	1-04264 DEC 12-514 W 14TH	52.98
			11/26/12	1-04267-DEC 2012-516 W 14T	52.98
			11/26/12	1-04269CA-DEC 12-LACY DRIV	13,211.52
			11/26/12	1-04269CB-DEC 12-2401 LACY	16,770.94
			11/26/12	1-04269CBA-DEC 12-STRAUSS	5,081.42
			11/26/12	1-04269CBB-DEC 12-STRAUSS	2,065.84
			11/26/12	1-05330AF-DEC 12-E ASH(PON	1,003.00
			11/26/12	1-05753A-DEC 12-SPRING VAL	202.34
			11/26/12	1-05753AD-DEC 12-LACY DR(C	379.90
			11/26/12	1-05845-DEC 12-2618 MID AM	10,520.16
			11/26/12	1-08547-DEC 12-921 N WASH	238.45
			11/26/12	1-08548-DEC 12-917 N WASH	180.09
		KEY OFFICE EQUIPMENT	11/20/12	FILE FLDRS, COPY PAPR	64.83
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	214.82
			11/16/12	KPERS #2	472.06

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CARD CENTER	11/09/12	TCC CARD DIRECT-BIRTHDAY C	246.40
			11/09/12	MARRIOTT-MEETING/WORK LUNC	11.00
			11/09/12	CASEYS GEN STORE-GAS UMB B	48.40
			11/09/12	FOG DE CHAO-DINNER DSC AUS	166.17
			11/09/12	HADERA BAHTA-TAXI IN DC	26.57
			11/09/12	DROVERS-LUNCH IN DC AUSA	21.00
			11/09/12	FRONTIER AIR LINES-CHECKED	20.00
			11/09/12	CAPITAL CAFE-LUNCH IN DC A	12.82
			11/09/12	CAPITAL CAFE-LUNCH IN DC A	11.56
			11/09/12	HOTEL BUS CENTER-COPIER	5.46
			11/09/12	HERRY SUBS PASTA-BREAKFAST	4.51
			11/09/12	CHEESEBURGER PAR-LUNCH IN	35.00
			11/09/12	WASH COURT HOTEL-3 NIGHTS-	593.12
			11/09/12	WASH COURT HOTEL-3 NIGHTS-	672.52
			11/09/12	WASH COURT HOTEL-3 NIGHTS-	608.82
			11/09/12	WALMART-ENVELOPES	5.77
			11/09/12	WALMART-HALLMARK CARD	3.34
			11/09/12	DILLONS-FLORAL DELIVERY	66.49
			11/09/12	SUBWAY-15 SERVING PLATTER	29.85
			11/09/12	WALMART-CLEANING SUPPLIES	18.61
			10/31/12	Phone Lines - Cox	112.31
			10/31/12	Chamber - Phone Lines - Co	39.55
			10/31/12	EDC - Phone Lines - Cox	61.67
			11/19/12	MR GOODCENTS-WELLNESS COM	250.86
			11/19/12	WALMART-WELLNESS COMM 10-9	21.71
			11/09/12	SOLOS DINER-PAYROLL SEMINA	11.64
			11/09/12	CITY OF JC-GIFT CARD-WELLN	150.00
			11/09/12	ON THE BORDER-DINNER KC-SE	12.00
			11/09/12	CITY OF JC-GIFT CARDS-WELL	150.00
			11/09/12	CITY OF JC-GIFT CARDS-WELL	150.00
			11/09/12	GFOA-SALARY/WAGE BUDGE	35.00
			11/09/12	KEDA-2012 KEDA FALL CONFER	330.00
			11/09/12	SUPERSHUTTLE-ICMA CONF	15.34
			11/09/12	MARRIOTT-BUSINESS LUNCH	11.00
			11/09/12	CRACKER BARRELL-CITY MGR M	18.28
			11/09/12	US AIRWAYS-ICMA CONFERENCE	25.00
			11/09/12	STEVES GRILL-ICMA	14.79
			11/09/12	ARAMARK-ICMA	6.10
			11/09/12	TILTED KILT-ICMA	10.99
			11/09/12	CARTEL COFFEE-ICMA	12.91
			11/09/12	KINCADES-ICMA	93.59
			11/09/12	BURGER KING-ICMA	6.53
			11/09/12	ICMA BOOKSTORE-CREDIT	6.50-
			11/09/12	HYATT HOTEL-ICMA LODGING	878.96
			11/09/12	US AIRWAYS-ICMA TRAVEL	25.00
			11/09/12	EL TAPATIO-BUS LUNCH	24.40
			11/09/12	STEVIES-BUS LUNCH	15.15
			11/09/12	KITES GRILLE-BUS LUNCH	56.65
			11/09/12	OCHO RIOS-BUS LUNCH	20.90
		CHAMBER OF COMMERCE	11/15/12	CLYDES LUNCHEON/VAN RIDE	98.22
			11/09/12	JUNCTION FUNCTION TABLE 8	275.00
		LATHROP & GAGE LLP	11/09/12	GEN LBR EMLPT ISS	276.00
			11/09/12	CONTRACT NEGOTIATIONS	6,646.40
			11/15/12	TIF	348.00
			11/15/12	SERVICES THRU 10/31/2012	203.00
			11/15/12	SPRING VALLEY RD	926.45

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			11/15/12	GENERAL BUSINESS MATTERS	17,448.32_
				TOTAL:	187,442.83
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	111.01
			11/16/12	MEDICARE WITHHOLDING	25.96
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	309.26
			11/16/12	PHS EMPLOYEE	309.26
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	21.88
			11/16/12	DELTA DENTAL OF KANSAS	21.88
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #2	160.98
		CARD CENTER	11/09/12	WATERS-17' MESH SCREEN	37.74
			11/09/12	TUNE UP/BRAKES TRUCK 217	298.49
			11/09/12	FRONT END, TIRE REPLACE #3	286.50
			11/09/12	FRONT END, TIRE REPLACE #3	102.45
			11/09/12	AIR FRESHNERS/MUNI COURT	21.18
			11/09/12	DEHUMIDIFER/MUNI COURT	267.51
			11/09/12	ROOF SEALANT	29.94
			11/09/12	FAUCET FD1	19.99
			11/09/12	ACRY HAND FAUCET/FD1	39.99
			11/09/12	REKEYED/FD1	7.00
			11/09/12	DOOR SWEEPS/ MUNI CT & MUN	45.95
			11/09/12	SS CONNECTOR/HERITAGE PK	5.99_
				TOTAL:	2,122.96
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	446.22
			11/16/12	MEDICARE WITHHOLDING	104.35
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	618.52
			11/16/12	PHS EMPLOYEE	618.52
			10/31/12	PHS EMP/CHILD	154.63
			11/16/12	PHS EMP/CHILD	154.63
			10/31/12	PHS FAMILY	30.93
			11/16/12	PHS FAMILY	30.93
		TELEPLUS SOLUTIONS	11/15/12	WUPD Office	25.07
			11/15/12	WUPD Internet	12.50
		CENTURY UNITED COMPANIES, INC	11/19/12	Copier - WUPD	42.00
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	47.52
			11/16/12	DELTA DENTAL OF KANSAS	47.52
			10/31/12	DELTA DENTAL OF KANSAS	32.82
			11/16/12	DELTA DENTAL OF KANSAS	32.82
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	527.17
			11/16/12	KPERS #2	123.89
		CARD CENTER	10/31/12	WUPD - Telephone	67.66
			11/09/12	FLUSH HANDL/ BLUFFS PARK	4.29
			11/09/12	CONCRETE MIX	52.35
			11/09/12	BENCH FOR WETLANDS	20.80
			11/09/12	BOLTS/SCREWS/ SHOP	150.15
			11/09/12	POWER WASHER	853.18
			11/09/12	KIWANIS/PLAYGROUND PARK	327.84
			11/09/12	TAM ING BAR DIGGING 71 IN	39.99
			11/09/12	COMPRESSOR/ WINTERIZE IRR	592.49
			11/09/12	OIL LEAK/TRUCK 136	60.90
			11/09/12	OIL LEAK/TRUCK 136	17.50
			11/09/12	OIL LEAK/TRUCK 136	9.00
			11/09/12	PAINT,SUPPLIES/5TH ST PARK	152.74
			11/09/12	SERTOMA SOILET SEAT	28.99
			11/09/12	COMPASS	4.97

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			11/09/12	BOLTS AND SCREWS/SHOP	1.17
			11/09/12	DEPOSIT RETURNED/COMPRESSO	50.00-
			11/09/12	BOLTS AND SCREWS	0.42
			11/09/12	GROUND ADAPT/CURRENT TAP	5.08
			11/09/12	CONCRETE MIX	41.88
			11/09/12	COMPRESSOR/WINTERIZE IRR	597.29
			11/09/12	MARKING FLAGS	12.50
			11/09/12	REFUND COMPRESSOR	371.38-
				TOTAL:	5,669.85
SWIMMING POOL	GENERAL FUND	TELEPLUS SOLUTIONS	11/15/12	Pool Internet	6.00
		SECURITY SOLUTIONS INC	11/16/12	ALARM CITY POOL-1017 W 5TH	15.00
		CARD CENTER	10/31/12	Pool - Internet Connection	52.95
			10/31/12	Pool - Phone	33.83_
				TOTAL:	107.78
AIRPORT	GENERAL FUND	TELEPLUS SOLUTIONS	11/15/12	Airport Internet	6.00
		CARD CENTER	10/31/12	Airport - Internet Connect	47.95_
				TOTAL:	53.95
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	347.50
			11/16/12	MEDICARE WITHHOLDING	81.28
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	309.26
			11/16/12	PHS EMPLOYEE	309.26
			10/31/12	PHS EMP/SPOUSE	154.63
			11/16/12	PHS EMP/SPOUSE	154.63
		AGRIUM ADVANCED TECHNOLOGIES	11/16/12	SIG PROSPECT PLUS	754.40
		SUNSPORT OPTICS	11/13/12	SUNGLASSES FOR RESALE	167.50
		CROWN DISTRIBUTORS, INC.	11/16/12	BEER SUPPLIES	44.50
			11/26/12	BEER SUPPLIES	66.74
		DS&O RURAL ELECTRIC	11/26/12	GOLF CLUB HOUSE	1,059.64
			11/26/12	GOLF COURSE	1,781.54
			11/26/12	GOLF COURSE-CART SHED	144.45
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	43.20
			11/16/12	DELTA DENTAL OF KANSAS	43.20
			10/31/12	DELTA DENTAL OF KANSAS	32.82
			11/16/12	DELTA DENTAL OF KANSAS	32.82
		FLINT HILLS BEVERAGE LLC	11/16/12	BEER SUPPLIES	49.90
			11/26/12	BEER SUPPLIES	44.50
		TITLEIST	11/16/12	RESALE MERCHANDISE	419.00
			11/16/12	TITLEIST	184.93
		SECURITY SOLUTIONS INC	11/16/12	SECURITY SOLUTIONS INC	79.00
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	147.49
			11/16/12	KPERS #2	239.14
		NCKCN.COM	11/16/12	VIRTUAL DOMAIN	10.00
		SNACK EXPRESS	11/16/12	SNACK EXPRESS	11.70
			11/26/12	SANDWICHES	33.15
			11/26/12	SANDWICHES	64.00
		CARD CENTER	11/19/12	HOME LUMBER-BUILD MAINT	27.98
			11/19/12	DILLONS-BUILD MAINT	12.96
			11/19/12	HOME LUMBER-BUILD MAINT	10.99-
			11/19/12	BOX & SHIP-SHIPPING	152.28
			10/31/12	Golf - Internet Connection	59.95
			11/19/12	WALMART-OFFICE SUPPLIES	54.72
			11/19/12	TRUE VALUE-EQUIP MAINT	17.98
			11/19/12	MILLESON-EQUIP MAINT	102.05

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			11/19/12	DILLONS-FOOD SUPPLIES	20.95
		TIELKE ENTERPRISE, LLC	11/16/12	SANDWICHES	28.81
			11/26/12	SANDWICHES	20.22_
				TOTAL:	7,297.09
AMBULANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	46.95
			11/16/12	MEDICARE WITHHOLDING	236.38
		K & L SAFETY PRODUCTS	11/06/12	TIRE CHAIN ASSEMBLY, CARRI	280.42
		ZOLL MEDICAL CORPORATION	11/12/12	DEFIB CABLE	138.75
		BOARD OF EM MEDICAL SERV	11/19/12	2012 EMT LICENSING	260.00
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	1,005.09
			11/16/12	PHS EMPLOYEE	1,005.09
			10/31/12	PHS FAMILY	154.63
			11/16/12	PHS FAMILY	154.63
		TELEPLUS SOLUTIONS	11/15/12	Fire Station 2	9.69
			11/15/12	Fire Station 2 Internet	6.25
		MAT MCCALLISTER	11/20/12	2012 UNIFORM ALLOWANCE	100.00
		KA-COMM	11/26/12	SERVICE CONTRACT/MAINT AMB	173.50
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	118.80
			11/16/12	DELTA DENTAL OF KANSAS	118.80
			10/31/12	DELTA DENTAL OF KANSAS	32.82
			11/16/12	DELTA DENTAL OF KANSAS	32.82
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	69.54
			11/16/12	KP&F	3,485.52
		MOORE MEDICAL LLC	11/06/12	MEDICAL SUPPLIES	18.40
			11/07/12	MEDICAL SUPPLIES	299.55
			11/12/12	MEDICAL SUPPLIES	700.55
		MEDICAID	11/15/12	2012 MEDICAID REVALIDIZATI	523.00
		CARD CENTER	11/08/12	DICKEDWARDS/ANTI FREEZE FO	16.71
			10/31/12	Phone Lines - Cox (50%)	50.61
			10/31/12	Fire #2 Internet Connect -	49.98
			10/31/12	Fire Station 2 - Phone 50%	50.75
			11/08/12	KEY OFFICE/PAPER	123.96
			11/08/12	AIRGAS/MEDICAL OXYGEN	88.95
			11/08/12	ZOLLMEDICAL/DEFIB CABLE	120.00
			11/08/12	MOORE/MEDICAL SUPPLIES	266.15
			11/08/12	MOORE/MEDICAL SUPPLIES	117.30-
			11/08/12	MOORE/MEDICAL SUPPLIES	27.83-
			11/08/12	AIRGAS/MEDICAL OXYGEN	87.55
			11/08/12	ZOLLMEDICAL/MEDICAL SUPPLI	374.25
			11/08/12	AIRGAS/MEDICAL OXYGEN	52.70
			11/08/12	YOURAUTO/BATTERY REPAIR M4	55.00
			11/08/12	WALMART/LAUNDRY DETERGENT	79.76
			11/08/12	OREILLY/BATTERY TERMINAL B	2.29
			11/08/12	MILITARYOUTLET/UNIFORMS	161.55
		SAM'S CLUB	11/15/12	OCT 2012-USAGE (SAM'S CLUB	189.48_
				TOTAL:	10,595.74
ANIMAL SHELTER	GENERAL FUND	GEARY COUNTY CLERK	11/26/12	OCT 2012-ANIMAL SHELTER FE	8,354.46_
				TOTAL:	8,354.46
COUNTY/INS ZONING SVCS	GENERAL FUND	CARD CENTER	10/31/12	Phone Lines - Cox	26.48
			11/08/12	TYME OUT-LUNCH W/JEFF ADAM	30.81
			11/08/12	PAISANOS-KAPA MTG	13.88
			11/08/12	SHORT STOP 13-FUEL FOR KAP	41.00
			11/08/12	TEXAS RDHSE-KAPA MTG	36.70

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			11/08/12	APA ANCILLARY-REG FOR CONF	249.00
			11/08/12	COURTYARD-KAPA MTG	439.52_
				TOTAL:	837.39
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	105.85
			11/16/12	MEDICARE WITHHOLDING	24.76
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	207.21
			11/16/12	PHS EMPLOYEE	207.20
		CHAMPIONS CAR AND TRUCK WASH	11/13/12	OVERPYMNT ON INV#4406	14.30-
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	28.94
			11/16/12	DELTA DENTAL OF KANSAS	28.94
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	109.57
			11/16/12	KPERS #2	41.45
		CARD CENTER	10/31/12	Phone Lines - Cox	59.66
			11/08/12	SALINA BLUEPRING-42X150 BO	21.40
			11/08/12	SALINA BLUEPRING-SHIPING	11.62
			11/20/12	KITES-CARTIGRAPH SET UP	11.25
			11/20/12	APWA-KRIS & GREG CONF	17.50
			11/20/12	KWIK FUEL-GAS LKM CONF	49.00
			11/20/12	EL TAPATIO-CARTIGRAPH	15.27
			11/20/12	KITE'S-CARTIGRAPH	17.75_
				TOTAL:	943.07
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	207.88
			11/16/12	MEDICARE WITHHOLDING	48.62
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	231.94
			11/16/12	PHS EMPLOYEE	231.95
			10/31/12	PHS FAMILY	154.63
			11/16/12	PHS FAMILY	154.63
		CHAMPIONS CAR AND TRUCK WASH	11/13/12	OVERPYMNT ON INV#4407	4.42-
			11/13/12	OVERPYMNT ON INV#4407	4.42-
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	54.00
			11/16/12	DELTA DENTAL OF KANSAS	54.00
		GEARY COUNTY REGISTER DEEDS	11/13/12	FILE MOW LIENS	120.00
			11/13/12	FILE MOW LIENS	120.00
			11/13/12	FILE MOW LIENS	120.00
			11/13/12	FILE MOW LIENS	104.00
		JCAT	11/19/12	508 W 10TH ST - TITLE SEAR	150.00
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	325.64
		CARD CENTER	10/31/12	Phone Lines - Cox	48.60_
				TOTAL:	2,117.05
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	505.98
			11/16/12	SOCIAL SECURITY WITHHOLDIN	1,269.30
			11/16/12	MEDICARE WITHHOLDING	1,198.54
			11/16/12	MEDICARE WITHHOLDING	352.48
		DAVID SLOAN	11/26/12	2012 EQUIPMENT ALLOWANCE	192.90
		ED ROEHR SAFETY PRODUCTS	11/26/12	378044 TASER BATTERY/CARTR	811.63
		SPRINT	11/26/12	12-03785 SUBPOENA COMPLIAN	30.00
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	4,020.37
			10/31/12	PHS EMPLOYEE	1,314.36
			11/16/12	PHS EMPLOYEE	4,035.54
			11/16/12	PHS EMPLOYEE	1,299.20
			10/31/12	PHS EMP/CHILD	154.63
			10/31/12	PHS EMP/CHILD	154.63
			11/16/12	PHS EMP/CHILD	154.63

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			11/16/12	PHS EMP/CHILD	154.63
			10/31/12	PHS EMP/SPOUSE	270.60
			10/31/12	PHS EMP/SPOUSE	38.66
			11/16/12	PHS EMP/SPOUSE	270.60
			11/16/12	PHS EMP/SPOUSE	38.66
			10/31/12	PHS FAMILY	154.63
			11/16/12	PHS FAMILY	154.63
		TELEPLUS SOLUTIONS	11/15/12	Cancel Line RNA 762-4111	24.25
			11/15/12	Cancel Line RNA 762-4111	24.25
			11/15/12	Cancel - ISDN line 238-169	19.63
			11/15/12	Cancel ISDN Line 238-1697	19.63
		STAPLES ADVANTAGE	11/26/12	TONER,FOLDERS,CORRECT TAPE	118.95
			11/26/12	PTOWELS,LINERS,TPAPER	155.59
			11/26/12	TYPEWRITER	368.59
			11/26/12	3186384082 OFFICE SUPPLIES	88.41
			11/26/12	3186384082 OFFICE SUPPLIES	427.82
			11/26/12	3186384083 MESSAGE PADS	10.25
			11/26/12	3186384083 MESSAGE PADS	10.25
		CHRISTOPHER BREIDENSTEIN	11/26/12	2012 EQUIPMENT ALLOWANCE	124.48
		CONTINENTAL PROFESSIONAL LANDRY	11/26/12	110069 UNIFORM CLEANING	11.10
			11/26/12	110071 UNIFORM CLEANING	18.50
			11/26/12	110074 UNIFORM CLEANING	5.55
			11/26/12	110173 UNIFORM CLEANING	27.75
			11/26/12	110177 UNIFORM CLEANING	44.40
			11/26/12	110189 UNIFORM CLEANING	25.90
			11/26/12	110242 UNIFORM CLEANING	37.00
			11/26/12	110243 UNIFORM CLEANING	5.55
			11/26/12	110305 UNIFORM CLEANING	11.10
			11/26/12	110306 UNIFORM CLEANING	40.70
			11/26/12	110321 UNIFORM CLEANING	35.15
			11/26/12	110333 UNIFORM CLEANING	14.80
		KA-COMM	11/26/12	SERVICE CONTRACT/MAINT POL	188.50
			11/26/12	SERVICE CONTRACT/MAINT POL	188.50
		D & D WRECKER SERVICE	11/20/12	TOWING FEES MOTORCYCLE 12-	80.00
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	545.40
			10/31/12	DELTA DENTAL OF KANSAS	142.34
			11/16/12	DELTA DENTAL OF KANSAS	546.38
			11/16/12	DELTA DENTAL OF KANSAS	141.36
			10/31/12	DELTA DENTAL OF KANSAS	219.06
			10/31/12	DELTA DENTAL OF KANSAS	87.26
			11/16/12	DELTA DENTAL OF KANSAS	219.18
			11/16/12	DELTA DENTAL OF KANSAS	87.14
		GEARY COUNTY SHERIFF	11/26/12	JAIL EXPENSE NOVEMBER 2012	30,000.00
			11/26/12	JAIL EXPENSE OCTOBER 2012	30,000.00
			11/26/12	JAIL EXPENSE SEPTEMBER 201	30,000.00
		TELVENT DTN	11/26/12	3864405 WEATHER RADAR	144.00
		SECURITY SOLUTIONS INC	11/26/12	59103 SECURITY CAMERAS	740.00
		KEY OFFICE EQUIPMENT	11/20/12	10778 CUPS	124.36
			11/16/12	COPY PAPER	599.80
			11/16/12	COPY PAPER	599.80
		KANSAS PEACE OFFICERS	11/26/12	2013 KPOA DUES	690.00
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	553.46
			11/16/12	KPERS #1	1,120.42
			11/16/12	KP&F	13,689.53
			11/16/12	KP&F	894.09
			11/16/12	KPERS #2	120.09

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			11/16/12	KPERS #2	656.13
		MIKE'S FIRE EXT. SALES	11/26/12	81852 FIRE EXTINGUISHER SE	367.30
		CARD CENTER	11/15/12	CITY CYCLE-BATTERY CHGR-MC	35.62
			11/15/12	2988 QUANTICO-OFFICER UNIF	99.98
			11/15/12	WTV-SEALANT RANGE MAINTENA	15.07
			11/15/12	HAYNEEDLE-BINOCULARS	1,649.78
			11/15/12	MIDWAY USA-CAMERA INT RM	114.76
			11/15/12	KTA-TOLLS-COMPUTER EVIDENC	2.50
			11/15/12	KTA-TOLLS-COMPUTER EVIDENC	2.50
			11/15/12	WMART-LAB BULBS	94.58
			11/15/12	BOX&SHIP-EVIDENCE SHIPPING	22.91
			10/31/12	City - Fiber Internet	1,500.00
			11/15/12	COUNTY TREAS-VEHICLE TAGS	52.28
			11/15/12	HEADSETS.COM-EARFIT KIT	37.85
			11/15/12	BOX&SHIP-EVIDENCE SHIPPING	10.34
			11/15/12	PTOUCH - LABEL TAPE	52.56
			11/15/12	WMART-DOG TREATS/CAT FOOD	53.72
			11/15/12	KTA-INVESTIGATIONS #739	2.50
			11/15/12	KTA-INVESTIGATIONS #739	2.50
			11/15/12	WMART-TOTE LOCKERS LAB	75.88
			11/15/12	WMART-BATTERIES	20.91
			11/15/12	1194J&R-FAN MOTOR #201	121.00
			11/15/12	1191J&R-LOF,BRAKE,TIRE RT	394.37
			11/15/12	1188J&R-BRAKES #223	55.00
			11/15/12	1160J&R-MISS/RUNS ROUGH #2	120.64
			11/15/12	1173J&R-LOF #238	47.16
			11/15/12	1138J&R-MASTER CYLINDER#25	258.48
			11/15/12	324142ORAP-WHEEL NUT #206	7.67
			11/15/12	324142ORAP-WHEEL NUT #206	7.67-
			11/15/12	324268ORAP-ALTERNATOR #212	205.49
			11/15/12	324293ORAP-BRUSH-GUN CLEAN	15.60
			11/15/12	325389ORAP-OCTANE BOOST#21	19.53
			11/15/12	325531ORAP-HOSE ASSEMBLY	89.17
			11/15/12	325618ORAP-ALTERNATOR #212	25.00-
			11/15/12	325827ORAP-WHEEL SEAL #250	12.58
			11/15/12	325843ORAP-WHEEL SEAL #250	6.29-
			11/15/12	328256ORAP-WIPER BLADES #2	39.88
			11/15/12	329527ORAP-HEADLAMPS	23.97
			11/15/12	1223J&R-MODE DOOR ACTUATOR	72.60
			11/15/12	1196J&R-LOF,TIRE ROTATE #2	63.23
			11/15/12	1211J&R-LOF, TIRE ROTATE #	71.41
			11/15/12	1210J&R-ROTOR,LOF,TIRE RT	123.73
			11/15/12	1202J&R-LOF,TIRE ROTATE #2	65.36
			11/15/12	1204J&R-LOF, TIRE ROTATE #	62.20
			11/15/12	1201J&R-LOF,TIRE ROTATE #2	65.36
			11/15/12	DICK EDWARDS-FUEL INJ #216	350.00
			11/15/12	1237J&R-LOF, TIRE ROTATE #	65.30
			11/15/12	1225J&R-LOF, TIRE ROTATE #	58.80
			11/15/12	1250J&R-BATTERY #204	42.35
			11/15/12	1238J&R-BATTERY/FUEL CAP #	177.67
			11/15/12	AUSTIN AIR STORE-AIR PURIF	538.99
			11/15/12	SHORE PWR-BATTERIES	52.01
			11/15/12	WMART-DISINFECTANT	6.56
			11/15/12	MIL OUTLET-BODY WRAP #223	12.00
			11/15/12	NEWEGG-GPS #214,220	319.98
			11/15/12	WMART-USB CAR CHARGER #223	14.96

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			11/15/12	QUANTICO-UNIFORM JACKETS	399.98
			11/15/12	PROF ALT-OUTSEAM,PATCHES #	13.00
			11/15/12	PROF ALT-OUTSEAM,PATCHES #	13.00
			11/15/12	PROF ALT-PATCHES,PANT #120	13.00
			11/15/12	PROF ALT-PATCHES,PANT #139	7.00
			11/15/12	PROF ALT-SHIRT, PATCHES #7	6.00
			11/15/12	PROF ALT-PANT MEND #139	5.00
			11/15/12	PROF ALT-SHIRT,PATCHES #13	8.00
			11/15/12	SHORE POWER-BATTERIES	161.85
			11/15/12	QUANTICO-HOLSTERS	711.00
		WEST PAYMENT CENTER	11/20/12	825987638 CLEAR SUBSCRIPTI	158.55_
				TOTAL:	139,867.01
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	46.95
			11/16/12	MEDICARE WITHHOLDING	969.06
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	3,479.18
			11/16/12	PHS EMPLOYEE	3,788.44
			10/31/12	PHS EMP/CHILD	154.63
			11/16/12	PHS EMP/CHILD	154.63
			10/31/12	PHS EMP/SPOUSE	154.63
			11/16/12	PHS EMP/SPOUSE	154.63
		TELEPLUS SOLUTIONS	11/15/12	Fire Station 2	9.69
			11/15/12	Fire Station 2 Internet	6.25
		KA-COMM	11/26/12	SERVICE CONTRACT/MAINT FIR	173.50
		EMPIRE SCBA & SUPPLIES INC	10/09/12	SCBA PARTS	345.36
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	270.00
			11/16/12	DELTA DENTAL OF KANSAS	270.00
			10/31/12	DELTA DENTAL OF KANSAS	196.92
			11/16/12	DELTA DENTAL OF KANSAS	218.80
		EMERGENCY FIRE EQUIPMENT	11/15/12	WHITE HELMET/CHIEF	268.23
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	69.54
			11/16/12	KP&F	11,086.20
		SHADD SNYDER	11/16/12	2012 UNIFORM ALLOWANCE	100.00
		BILLY THOMAS	11/16/12	2012 UNIFORM ALLOWANCE	100.00
		CARD CENTER	11/08/12	SAPPBROS/FUEL FOR ENGINE 2	124.24
			10/31/12	Phone Lines - Cox (50%)	50.61
			10/31/12	Fire #2 Internet Connect -	49.97
			10/31/12	Fire Station 2 - Phone 50%	50.74
			11/08/12	MILLESONS/MOWER FUEL FILTE	2.62
			11/08/12	QUILL/OFFICE SUPPLIES	71.33
			11/08/12	KEYOFFICE/OFFICE SUPPLIES	49.44
			11/08/12	WATERS/STATION RAGS	14.99
			11/08/12	THREE RIVERS/PLAQUE PARTS	27.00
			11/08/12	COACH'S/INTERVIEW PANEL ME	46.62
			11/08/12	PURCHASE	20.00
			11/08/12	MILITARYOUTLET/UNIFORM TAG	23.00
		MATTHEW RAUB	11/16/12	2012 UNIFORM ALLOWANCE	100.00_
				TOTAL:	22,647.20
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	986.49
			11/16/12	MEDICARE WITHHOLDING	230.72
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	1,488.31
			11/16/12	PHS EMPLOYEE	1,488.35
			10/31/12	PHS EMP/SPOUSE	57.99
			11/16/12	PHS EMP/SPOUSE	57.99
		UNIVERSAL LUBRICANTS, LL	11/12/12	55 GAL OF TRAC-GARD AND DE	2,371.60

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CARTEGRAPH SYSTEMS, INC.	10/31/12	Work Dir. Impl. -25%	1,573.20
			10/31/12	Work Dir Imp Exp 25%	219.20
		MIDWEST CONCRETE MATERIALS	11/09/12	10 CONCRETE BLOCKS FOR LEA	500.00
		ROBERTS TRUCK CENTER	11/08/12	FREIGHT	90.77
			11/12/12	ENGINE PARTS FOR #682	75.56
		IDCSERVCO	10/29/12	2 TONER CARTRIDGES	241.45
			10/29/12	2 TONER CARTRIDGES	241.45
			10/29/12	2 TONER CARTRIDGES	241.45
		AMERICAN EQUIPMENT CO	11/16/12	SPREADER (HOPPER)	4,109.00
			11/16/12	SNOW PLOW	7,373.00
			11/16/12	SALT SPREADERS & PLOWS	4,109.00
			11/16/12	SALT SPREADERS & PLOWS	7,373.00
		LARRY BIGGS	11/04/12	LARRY BIGGS	57.29
		DS&O RURAL ELECTRIC	11/26/12	1807 LYDIA LN-WARNING SIRE	51.51
			11/26/12	QUINTON POINT SIREN	34.99
			11/26/12	LIGHTS AT HUNTERS RIDGE	554.66
			11/26/12	LIGHTS AT HARGRAVES #2	61.69
			11/26/12	LIGHTS AT INDIAN RIDGE/J.C	39.90
			11/26/12	LIGHTS AT HARGRAVES#5	123.38
			11/26/12	LIGHTS AT OLIVIA FARMS	45.94
			11/26/12	LIGHTS AT SUTTERWOODS	296.10
			11/26/12	LIGHTS AT SUTTER HIGHLANDS	246.75
			11/26/12	LIGHTS AT MANN'S RANCH	74.03
			11/26/12	LIGHTS AT HARGRAVES #4	11.75
			11/26/12	LIGHTS AT HARGRAVES #1	23.50
			11/26/12	LIGHTS AT HILLTOP #5	7.91
			11/26/12	LIGHTS AT HARGRAVES #3	35.25
			11/26/12	LIGHTS AT RUSSEL JOHNSON A	21.87
			11/26/12	LIGHTS ALONG SVR	197.40
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	13.50
			11/16/12	DELTA DENTAL OF KANSAS	13.50
			10/31/12	DELTA DENTAL OF KANSAS	102.54
			11/16/12	DELTA DENTAL OF KANSAS	102.54
		GEARY GRAIN	11/14/12	BUCCANEER PLUS	363.00
			11/14/12	WEED CONTROL	363.00
		GROSS WRECKER SERVICE	11/07/12	TOW FOR 620	510.00
		J & K CONTRACTING L.C.	11/19/12	2012 ST MAINT- CONCRETE PA	27,766.47
		KANSAS GAS SERVICE	11/15/12	2324 N JACKSON-OCT 12	95.51
		WESTAR ENERGY	11/16/12	15TH & WASHINGTON-SL-OCT 2	20.44
			11/16/12	2631 OAKWOOD-SIREN-OCT 201	20.44
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	109.42
			11/16/12	KPERS #2	1,105.72
		MATHESON TRI-GAS INC	11/08/12	WELDING SUPPLIES	209.98
			11/21/12	WELDING SUPPLIES	47.24
		NAPA AUTO PARTS OF J.C.	11/06/12	POLYCOATED PAPER	66.99
			11/07/12	AIR FILTERS	41.92
			11/09/12	SHOP WIREING FOR TRK LGTS	96.00
			11/09/12	681 PIGTAIL	5.32
			11/10/12	SHOP TRAILER WIRE	58.00
			11/13/12	SHOP ANTIFREEZE	50.98
			11/21/12	682 S ADAPTERS	45.86
			11/23/12	684S ADAPTERS	103.74
		NEWMAN SIGNS	11/09/12	2 DIFF. STOPS, ONE SPECIAL	1,294.00
			11/16/12	NO P SYMBOL	291.86
		PAVING MAINTENANCE SUPPLY	11/08/12	MELTER RENTAL; 102412-1124	4,275.00
			11/13/12	CRACK SEALANT; 9010 LBS	6,540.82

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CARD CENTER	11/07/12	RUBBER GARDEN HOSE	23.99
			11/07/12	500 FT FLUO PINK REEL	11.99
			11/07/12	STRT LITES FOR PD	103.70
			11/07/12	POST MIX	31.74
			11/07/12	POST MIX	31.74
			11/07/12	RAKE,POST SET,TRAFFIC PIEC	97.39
			11/07/12	BATTERY FOR TRAFFIC	38.94
			11/07/12	METALARC HALIDE LAMP	34.28
			11/07/12	60LB POST SET	37.03
			10/31/12	Public Works - Internet -2	24.98
			10/31/12	Public Works - Telephone -	51.64
			11/07/12	SWEEPER BLADES	160.40
			11/07/12	SWEEPER BLADES	540.00
			11/07/12	SWEEPER BLADES	234.00
			11/07/12	10 IN PR SAL	269.99
			11/07/12	SAW MITER CMPDN 12 IN	209.99
			11/07/12	FORM SUP-EAGLE CT	195.04
			11/07/12	EMPLOYEE APPREC. LUNCH	60.95
			11/07/12	EMPLOYEE APPREC. LUNCH	8.20
			11/07/12	KEYS FOR TOWERS	10.92
			11/20/12	GEARY GRAIN- BUCCANEER PLU	435.50
			11/20/12	KITES-CARTIGRAPH SET UP	11.25
			11/20/12	APWA-KRIS & GREG CONF	17.50
			11/20/12	EL TAPATIO-CARTIGRAPH	15.27
			11/20/12	KITE'S-CARTIGRAPH	17.75
			11/20/12	WALMART-DPW LUNCHEON	26.16
			11/07/12	SPREADER CAL TANK PARTS	52.02
			11/07/12	60 LB POST MIX	31.74
			11/07/12	BREAKROOM/OFFICE SUPPLIES	7.23
			11/07/12	JANITORIAL	5.32
		CINTAS #451	11/09/12	SHOP TOWELS	19.80
			11/09/12	MATS	12.10
			11/16/12	SHOP TOWELS	19.80
			11/16/12	MATS	12.10
			11/23/12	SHOP TOWELS	19.80
			11/23/12	MATS	12.10_
				TOTAL:	81,318.59
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	342.12
			11/16/12	MEDICARE WITHHOLDING	80.02
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	309.26
			11/16/12	PHS EMPLOYEE	309.26
		FICKEN, TYLER	11/15/12	TRVL REIM-OCT 22 2012-WICH	57.17
		JOSHUA DOUGLASS	11/26/12	PAYMENT EVERY TWO WEEKS	2,500.00
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	43.20
			11/16/12	DELTA DENTAL OF KANSAS	43.20
			10/31/12	DELTA DENTAL OF KANSAS	21.88
			11/16/12	DELTA DENTAL OF KANSAS	21.88
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	402.07
			11/16/12	KPERS #2	80.06
		INCODE	10/09/12	Web - Court Inquiry	100.00
		CARD CENTER	10/31/12	Phone Lines - Cox	79.10
		MISC	11/16/12	Bond Refund:12-07602 -02	539.00
		HILL, FRANCESCA JAMEL	11/21/12	Bond Refund:TT156041 -01	329.00_
		RUIZ, ANTONIO			
				TOTAL:	5,257.22

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
JC OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	162.04
			11/16/12	MEDICARE WITHHOLDING	37.90
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS RETIRED	278.69
		CARD CENTER	10/31/12	Phone Lines - Cox	55.31_
				TOTAL:	533.94
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	143.83
			11/16/12	MEDICARE WITHHOLDING	33.65
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS FAMILY	123.70
			11/16/12	PHS FAMILY	123.70
		TELEPLUS SOLUTIONS	11/15/12	12th Street	7.90
			11/15/12	12th Street Phones	8.70
			11/15/12	12th Street Internet	12.50
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	38.88
			11/16/12	DELTA DENTAL OF KANSAS	38.88
		SECURITY SOLUTIONS INC	11/12/12	REG SECURITY	18.00
			11/12/12	SERVICE OF FRT DOOR MOTION	55.00
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #2	74.73
			10/31/12	12th St Internet Connectio	99.95
		CARD CENTER	10/31/12	12th Street Phones	98.74
			11/09/12	CANDY/ALL TREATS DAY	266.40
			11/09/12	DECOR ALL TREATS DAY/DOLLA	8.00
			11/09/12	SENIOR FOOD/WALMART	13.00
			11/09/12	DECOR ALL TREATS DAY/ORIEN	89.97
			11/09/12	PARK& REC PROF HANDBOOK	58.08
			11/09/12	FOOD FOR MURAL WORKERS/PH	20.53
			11/09/12	POPCORN FOR ALL TREATS/WAT	87.48
			11/09/12	PING PONG NETS/ DICK'S SPO	33.98
			11/09/12	PAINT FOR MURAL/WATERS	124.14
			11/09/12	CANDY ALL TREATS DAY/WALMA	71.04
			11/09/12	POPCORN ALL TREATS DAY/WAT	5.88
		CINTAS #451	11/16/12	GRAY MAT AT 12TH ST COMMUN	31.36_
				TOTAL:	1,688.02
NON-DEPARTMENTAL	GRANTS	INTERNAL REVENUE SERVICE	11/16/12	FEDERAL WITHHOLDING	1,340.74
			11/16/12	SOCIAL SECURITY WITHHOLDIN	191.49
			11/16/12	MEDICARE WITHHOLDING	188.24
		ING LIFE INSURANCE & ANNUITY COMPANY	11/16/12	ING	100.00
		AMERICAN UNITED LIFE INSURANCE COMPANY	10/31/12	AMERICAN UNITED LIFE	19.02
			11/16/12	AMERICAN UNITED LIFE	19.02
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	11/16/12	FIREFIGHTERS AID ASSOCIATI	10.00
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	231.96
			11/16/12	PHS EMPLOYEE	231.96
			10/31/12	PHS EMP/SPOUSE	260.38
			11/16/12	PHS EMP/SPOUSE	260.38
		CITY OF JUNCTION CITY	10/31/12	TELEPHONE REIMBURSEMENT	13.25
			11/16/12	TELEPHONE REIMBURSEMENT	13.25
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	31.98
			11/16/12	DELTA DENTAL OF KANSAS	31.98
		FIREMEN'S RELIEF ASSOCIATION	11/16/12	FIREMANS RELIEF	24.70
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	11/16/12	I.A.F.F. LOCAL 3309	105.00
		KANSAS DEPT OF REVENUE	11/16/12	STATE WITHHOLDING	524.61
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	199.86
			11/16/12	KP&F	606.72
		POLICE & FIREMEN'S	10/31/12	POLICE & FIRE INSURANCE	115.10
			11/16/12	POLICE & FIRE INSURANCE	115.10

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		FLEXIBLE SPENDING ACCOUNT #41807030	11/16/12	FIRST STATE BANK	105.83
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	10/31/12	AFLAC BEFORE TAX	51.91
			11/16/12	AFLAC BEFORE TAX	51.91
		UNITED WAY OF JUNCTION CITY-GEARY COUN	11/16/12	UNITED WAY	17.00_
				TOTAL:	4,861.39
SELF HELP HOUSING	GRANTS	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	282.69
			11/16/12	MEDICARE WITHHOLDING	66.11
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	154.63
			11/16/12	PHS EMPLOYEE	154.63
			10/31/12	PHS EMP/SPOUSE	154.63
			11/16/12	PHS EMP/SPOUSE	154.63
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	43.20
			11/16/12	DELTA DENTAL OF KANSAS	43.20
			10/31/12	DELTA DENTAL OF KANSAS	10.94
			11/16/12	DELTA DENTAL OF KANSAS	10.94
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	416.71
		CARD CENTER	10/31/12	Phone Lines - Cox	26.48
			11/19/12	HANDY'S 5-FUEL FOR CITY TR	103.00_
				TOTAL:	1,621.79
SAFER GRANT-FIRE DEPT	GRANTS	INTERNAL REVENUE SERVICE	11/16/12	MEDICARE WITHHOLDING	122.13
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	773.15
			11/16/12	PHS EMPLOYEE	773.15
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	21.60
			11/16/12	DELTA DENTAL OF KANSAS	21.60
			10/31/12	DELTA DENTAL OF KANSAS	43.76
			11/16/12	DELTA DENTAL OF KANSAS	43.76
		KANSAS PUBLIC EMPLOYEES	11/16/12	KP&F	1,433.58_
				TOTAL:	3,232.73
NON-DEPARTMENTAL	SPIN CITY	INTERNAL REVENUE SERVICE	11/16/12	FEDERAL WITHHOLDING	285.20
			11/16/12	SOCIAL SECURITY WITHHOLDIN	200.76
			11/16/12	MEDICARE WITHHOLDING	69.30
		CITY OF JUNCTION CITY	10/31/12	TELEPHONE REIMBURSEMENT	13.25
			11/16/12	TELEPHONE REIMBURSEMENT	13.25
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	10.66
			11/16/12	DELTA DENTAL OF KANSAS	10.66
		KANSAS DEPT OF REVENUE	11/16/12	STATE WITHHOLDING	108.52
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	44.80
			11/16/12	KPERS #2	0.60_
				TOTAL:	757.00
SPIN CITY	SPIN CITY	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	296.36
			11/16/12	MEDICARE WITHHOLDING	69.30
		CASH-WA DISTRIBUTING	11/14/12	HOT DOGS, CHEESE, CHIPS	238.86
			11/14/12	FORKS, KNIVES, LIDS, CUPS	95.70
			11/14/12	SANITIZER, TRASH LINERS, G	270.10
			11/14/12	FUEL SURCHARGE	7.00
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	21.60
			11/16/12	DELTA DENTAL OF KANSAS	21.60
		SECURITY SOLUTIONS INC	11/16/12	ALARM-915 S WASHINGTON	22.00
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	93.41
			11/16/12	KPERS #2	83.40
		SNACK EXPRESS	11/14/12	CHIPS, SODA	151.80
		CARD CENTER	11/19/12	WALMART-VACUUM REFUND	39.96-

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			11/19/12	WALMART-BIRTHDAY CAKE	14.98
			11/19/12	WALMART-BIRTHDAY CAKE W/KI	19.48
			10/31/12	PO 11-479 overcharge	46.15-
			10/31/12	Spin City - Cable	96.46
			10/31/12	Spin City - Internet	64.95
			10/31/12	Projector - Theater	1,400.00
			11/19/12	HOBBY LOBBY-PARTY SUPP	243.62
			11/19/12	WALMART-DOUGHNUTS, JUICE	33.82
			11/19/12	WALMART-ICE CREAM, WHIP CR	27.96
			11/19/12	WALMART-TOILET REFRES, DAWN	6.99
			11/19/12	WALMART-MILK, HOT COCO	9.16
			11/19/12	ITUNES, MUSIC	5.16
			11/19/12	ITUNES, MUSIC	21.93
			11/19/12	DOLLAR GEN-BIRTHDAY CANDLE	4.50
			11/19/12	WALMART-DISPENSER, AIR FRES	70.78
			11/19/12	WALMART-BLEACH, MAGI ERASER	17.42
			11/19/12	WALMART-PIZZ, BOTTLE WATER	43.26
			11/19/12	WALMART-POPCORN, HOTDOGS, VA	22.00
			11/19/12	TRUE VALUE-SNAD PAPER, BRO	69.94
			11/19/12	TRUE VALUE-KEYS MOP, TOILE	46.03_
				TOTAL:	3,503.46
INDUSTRIAL REVENUE BON BOND & INTEREST		EMPRISE BANK	11/26/12	CAPGEMINI IRB	15,934.87
			11/26/12	CAPGEMINI IRB	14,211.20_
				TOTAL:	30,146.07
BOND & INTEREST	BOND & INTEREST	LANDMARK NATIONAL BANK	12/01/12	DEC 2012-LOAN PAYMENT	8,717.87
		CENTRAL NATIONAL BANK	11/26/12	AIRPORT LEASE PRINCIPAL	47,751.15
			11/26/12	AIRPORT LEASE INTEREST	2,174.93_
				TOTAL:	58,643.95
NON-DEPARTMENTAL	WATER & SEWER FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOURI	11/16/12	MACSS #41061331/ CV103-753	154.85
		INTERNAL REVENUE SERVICE	11/16/12	FEDERAL WITHHOLDING	2,941.16
			11/16/12	SOCIAL SECURITY WITHHOLDIN	1,346.31
			11/16/12	MEDICARE WITHHOLDING	464.79
		ING LIFE INSURANCE & ANNUITY COMPANY	11/16/12	ING	400.57
		AMERICAN UNITED LIFE INSURANCE COMPANY	10/31/12	AMERICAN UNITED LIFE	63.27
			11/16/12	AMERICAN UNITED LIFE	63.27
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	457.53
			11/16/12	PHS EMPLOYEE	457.53
			10/31/12	PHS EMP/SPOUSE	318.96
			11/16/12	PHS EMP/SPOUSE	318.96
			10/31/12	PHS FAMILY	373.49
			11/16/12	PHS FAMILY	373.49
		CONTINENTAL AMERICAN INSURANCE COMPANY	10/31/12	CAIC	6.68
			11/16/12	CAIC	6.68
		CITY OF JUNCTION CITY	10/31/12	CITY OF JUNCTION CITY (G-F	13.25
			11/16/12	CITY OF JUNCTION CITY (G-F	13.25
			10/31/12	TELEPHONE REIMBURSEMENT	7.22
			11/16/12	TELEPHONE REIMBURSEMENT	7.22
			10/31/12	TELEPHONE REIMBURSEMENT	46.66
			11/16/12	TELEPHONE REIMBURSEMENT	46.66
		KANSAS PAYMENT CENTER	11/16/12	GARNISHMENT	120.00
			11/16/12	KANSAS PAYMENT CENTER	149.51
		MICHIGAN STATE DISBURSEMENT UNIT	11/16/12	GARNISHMENT-912507765	149.76
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	121.99

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			11/16/12	DELTA DENTAL OF KANSAS	121.99
		KANSAS DEPT OF REVENUE	11/16/12	STATE WITHHOLDING	1,317.06
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	446.03
			11/16/12	KPERS #2	1,242.96
		FLEXIBLE SPENDING ACCOUNT #41807030	11/16/12	FIRST STATE BANK	218.73
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	10/31/12	AFLAC	41.77
			11/16/12	AFLAC	41.77
			10/31/12	AFLAC BEFORE TAX	190.44
			11/16/12	AFLAC BEFORE TAX	190.44
		UNITED WAY OF JUNCTION CITY-GEARY COUN	11/16/12	UNITED WAY	24.00_
				TOTAL:	12,258.25
WATER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	473.31
			11/16/12	MEDICARE WITHHOLDING	110.69
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	647.59
			11/16/12	PHS EMPLOYEE	647.58
			10/31/12	PHS EMP/SPOUSE	28.92
			11/16/12	PHS EMP/SPOUSE	28.92
		CARTEGRAPH SYSTEMS, INC.	10/31/12	Work Dir. Impl. -25%	1,573.20
			10/31/12	Work Dir Imp Exp 25%	328.80
			10/31/12	Work Dir Imp Exp 25%	109.60
		VANDERBILTS	11/10/12	GLENN ROGERS BOOTS	129.99
		IDCSERVCO	10/29/12	2 TONER CARTRIDGES	241.45
			10/29/12	2 TONER CARTRIDGES	241.45
		RONALD PARKS	11/12/12	RONALD PARKS	93.59
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	68.84
			11/16/12	DELTA DENTAL OF KANSAS	68.84
			10/31/12	DELTA DENTAL OF KANSAS	23.95
			11/16/12	DELTA DENTAL OF KANSAS	23.95
		HD SUPPLY WATERWORKS, LTD	11/08/12	METERS AND HOUSING-12 EA	2,166.54
		J & K CONTRACTING L.C.	10/29/12	16" WATER MAIN REPAIR	4,697.24
		KANSAS GAS SERVICE	11/15/12	2324 N JACKSON-OCT 12	95.51
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	56.71
			11/16/12	KPERS #2	602.43
		CARD CENTER	10/31/12	Public Works - Internet 25	24.99
			10/31/12	Public Works - Telephone -	51.64
			11/07/12	60LB POST FAST SET	26.45
			11/07/12	EMPLOYEE APPREC. LUNCH	60.95
			11/07/12	EMPLOYEE APPREC. LUNCH	8.20
			11/20/12	APWA-KRIS & GREG CONF	17.50
			11/20/12	WALMART-DPW LUNCHEON	26.16
			11/07/12	PAVING BREAKER RENTAL	56.25
			11/07/12	REPAIR CLAMPS	14.55
			11/07/12	SAW SAW BLADES	16.99
			11/07/12	PAVING BREAKER RENTAL	56.25
			11/07/12	SPLICE CONNECTOR	15.94
			11/07/12	PAPER TOWELS	28.99
			11/07/12	CHISEL AND HAMMER	61.45
			11/07/12	CHISELS	10.42
			11/07/12	BREAKROOM/OFFICE SUPPLIES	7.24
			11/07/12	JANITORIAL	5.33
		CINTAS #451	11/09/12	MATS	12.10
			11/16/12	MATS	12.10
			11/23/12	MATS	12.10
		SALINA WHOLESALE SUPPLY	11/06/12	3/4 STOP CCXCOMP CTS (2)	54.70_
				TOTAL:	13,039.40

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
WATER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	601.94
			11/16/12	MEDICARE WITHHOLDING	140.78
		MISSION ELECTRONICS	11/13/12	FREIGHT ON INVOICE#0037798	2.66
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	445.34
			11/16/12	PHS EMPLOYEE	445.34
			10/31/12	PHS EMP/SPOUSE	54.12
			11/16/12	PHS EMP/SPOUSE	54.12
			10/31/12	PHS FAMILY	54.12
			11/16/12	PHS FAMILY	54.12
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	57.46
			11/16/12	DELTA DENTAL OF KANSAS	57.46
			10/31/12	DELTA DENTAL OF KANSAS	29.87
			11/16/12	DELTA DENTAL OF KANSAS	29.87
		HD SUPPLY WATERWORKS, LTD	11/26/12	2" TURBO METER	988.01
		SECURITY SOLUTIONS INC	11/16/12	ALARM WUPD 2307 N JACKSON	35.00
			11/16/12	ALARM CITY CLERK OFC.(CS d	18.00
		KEY OFFICE EQUIPMENT	11/26/12	TIMECARDS	21.82
		BRINKS INCORPORATED	11/26/12	WATER-OCTOBER 2012	183.94
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	374.06
			11/16/12	KPERS #2	478.57
		INCODE	10/09/12	Web - Utilities Inquiry -	106.68
		CARD CENTER	10/31/12	Address Certification Soft	131.00
			10/31/12	Phone Lines - Cox	128.04
			10/31/12	WUPD - Internet Connection	99.95
			11/09/12	YOUR AUTO-REPLACE BRAKES/H	55.00
			11/09/12	YOUR AUTO-BRAKES/HOSES PAR	434.46
			11/09/12	YOUR AUTO-OIL	10.15
			11/09/12	KANSAS QUICK LUBE-OIL CHAN	36.95
			11/09/12	VERIZON-PHONES CASES	29.98
			11/07/12	OREILLY AUTO-POWER STEER F	5.97
		CINTAS #451	11/15/12	SCRAPER/BROWN MAT	47.30
			11/15/12	UNIFORMS-LANGDON, KENNY	10.23
			11/26/12	SCRAPER/BROWN MAT	29.47
			11/26/12	UNIFORMS-LANGDON, KENNY	10.23
		T.O.HAAS TIRES	11/26/12	REPAIR TIRE ON WATER TRUCK	18.70
				TOTAL:	5,280.71
SEWER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	357.54
			11/16/12	MEDICARE WITHHOLDING	83.62
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	338.19
			11/16/12	PHS EMPLOYEE	338.16
			10/31/12	PHS EMP/SPOUSE	29.07
			11/16/12	PHS EMP/SPOUSE	29.07
			10/31/12	Work Dir. Impl. -25%	1,580.40
			10/31/12	Work Dir Imp Exp 25%	328.80
			10/31/12	Work Dir Imp Exp 25%	109.60
		JIM CLARK AUTO CENTER	11/19/12	902 BATTERIES	223.50
		ROBERTS TRUCK CENTER	11/08/12	HOR790009	820.12
			11/08/12	HOR790009-C1	466.40
		IDCSERVCO	10/29/12	2 TONER CARTRIDGES	241.45
			10/29/12	2 TONER CARTRIDGES	241.45
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	47.26
			11/16/12	DELTA DENTAL OF KANSAS	47.26
			10/31/12	DELTA DENTAL OF KANSAS	12.99
			11/16/12	DELTA DENTAL OF KANSAS	13.00
		KANSAS GAS SERVICE	11/15/12	2324 N JACKSON-OCT 12	95.51

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		WESTAR ENERGY	11/26/12	1001 GOLDENBELT LIFT-OCT 1	29.37
			11/15/12	MOBILE TRAVELER-OCT 2012	25.16
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	56.71
			11/16/12	KPERS #2	404.34
		CARD CENTER	10/31/12	Public Works - Internet 25	24.99
			10/31/12	Public Works - Telephone -	51.64
			11/07/12	EMPLOYEE APPREC. LUNCH	60.95
			11/07/12	EMPLOYEE APPREC. LUNCH	8.20
			11/20/12	KITES-CARTIGRAPH SET UP	11.25
			11/20/12	APWA-KRIS & GREG CONF	17.50
			11/20/12	EL TAPATIO-CARTIGRAPH	15.28
			11/20/12	KITE'S-CARTIGRAPH	17.75
			11/20/12	WALMART-DPW LUNCHEON	26.15
			11/07/12	SEAL SPARE B SHAFT	337.98
			11/07/12	HEATERS FOR LIFT STATIONS	79.96
			11/07/12	CREDIT.PAID BY CHK 241863	150.58-
			11/07/12	BREAKROOM/OFFICE SUPPLIES	7.24
			11/07/12	JANITORIAL	5.33
		CINTAS #451	11/09/12	MATS	12.10
			11/16/12	MATS	12.10
			11/23/12	MATS	12.10_
				TOTAL:	6,468.91
SEWER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	554.63
			11/16/12	MEDICARE WITHHOLDING	129.75
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	398.95
			11/16/12	PHS EMPLOYEE	398.95
			10/31/12	PHS EMP/SPOUSE	77.32
			11/16/12	PHS EMP/SPOUSE	77.32
			10/31/12	PHS FAMILY	77.32
			11/16/12	PHS FAMILY	77.32
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	73.66
			11/16/12	DELTA DENTAL OF KANSAS	73.66
			10/31/12	DELTA DENTAL OF KANSAS	25.48
			11/16/12	DELTA DENTAL OF KANSAS	25.49
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	442.46
			11/16/12	KPERS #2	356.25
		INCODE	10/09/12	Web - Utilities Inquiry -	106.66_
				TOTAL:	2,895.22
WASTEWATER PLANTS	WATER & SEWER FUND	DS&O RURAL ELECTRIC	11/26/12	SEWER LIFT	70.97
			11/26/12	BROOKEBEND LIFT STATION	170.91
			11/26/12	LIFT STATION- HILLTOP #5	180.52
			11/26/12	2542/2548 JAGER DR SWR LIF	107.52
			11/26/12	2326/2321 OSPREY SWR LIFT	108.29
			11/26/12	2515 WILMA-OLIVIA FARMS-LI	127.64_
				TOTAL:	765.85
NON-DEPARTMENTAL	STORM WATER	LOYAL AMERICAN LIFE INSURANCE COMPANY	10/31/12	CANCER PLAN	8.53
			11/16/12	CANCER PLAN	8.53
		INTERNAL REVENUE SERVICE	11/16/12	FEDERAL WITHHOLDING	182.75
			11/16/12	SOCIAL SECURITY WITHHOLDIN	63.10
			11/16/12	MEDICARE WITHHOLDING	21.79
		AMERICAN UNITED LIFE INSURANCE COMPANY	10/31/12	AMERICAN UNITED LIFE	8.33
			11/16/12	AMERICAN UNITED LIFE	8.33
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	29.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			11/16/12	PHS EMPLOYEE	29.00
		CITY OF JUNCTION CITY	10/31/12	CITY OF JUNCTION CITY (G-F	1.25
			11/16/12	CITY OF JUNCTION CITY (G-F	1.25
			10/31/12	TELEPHONE REIMBURSEMENT	6.63
			11/16/12	TELEPHONE REIMBURSEMENT	6.63
		MICHIGAN STATE DISBURSEMENT UNIT	11/16/12	GARNISHMENT-912507765	74.89
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	8.00
			11/16/12	DELTA DENTAL OF KANSAS	8.00
		KANSAS DEPT OF REVENUE	11/16/12	STATE WITHHOLDING	67.93
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	28.61
			11/16/12	KPERS #2	49.76
		FLEXIBLE SPENDING ACCOUNT #41807030	11/16/12	FIRST STATE BANK	5.21
		UNITED WAY OF JUNCTION CITY-GEARY COUN	11/16/12	UNITED WAY	1.25_
				TOTAL:	618.77
STORM WATER MANAGEMENT	STORM WATER	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	93.13
			11/16/12	MEDICARE WITHHOLDING	21.78
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	115.96
			11/16/12	PHS EMPLOYEE	115.96
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	16.20
			11/16/12	DELTA DENTAL OF KANSAS	16.20
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	59.65
			11/16/12	KPERS #2	69.17_
				TOTAL:	508.05
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	11/16/12	FEDERAL WITHHOLDING	1,079.40
			11/16/12	SOCIAL SECURITY WITHHOLDIN	415.59
			11/16/12	MEDICARE WITHHOLDING	143.47
		ING LIFE INSURANCE & ANNUITY COMPANY	11/16/12	ING	105.09
		AMERICAN UNITED LIFE INSURANCE COMPANY	10/31/12	AMERICAN UNITED LIFE	18.87
			11/16/12	AMERICAN UNITED LIFE	18.87
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	143.05
			11/16/12	PHS EMPLOYEE	143.05
			10/31/12	PHS EMP/SPOUSE	364.54
			11/16/12	PHS EMP/SPOUSE	364.54
			10/31/12	PHS FAMILY	65.91
			11/16/12	PHS FAMILY	65.91
		CITY OF JUNCTION CITY	10/31/12	CITY OF JUNCTION CITY (G-F	0.75
			11/16/12	CITY OF JUNCTION CITY (G-F	0.75
			10/31/12	TELEPHONE REIMBURSEMENT	1.28
			11/16/12	TELEPHONE REIMBURSEMENT	1.28
			10/31/12	TELEPHONE REIMBURSEMENT	1.99
			11/16/12	TELEPHONE REIMBURSEMENT	1.99
		KANSAS PAYMENT CENTER	11/16/12	KANSAS PAYMENT CENTER	26.39
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	31.99
			11/16/12	DELTA DENTAL OF KANSAS	31.99
		KANSAS DEPT OF REVENUE	11/16/12	STATE WITHHOLDING	441.61
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	52.98
			11/16/12	KPERS #2	487.68
		FLEXIBLE SPENDING ACCOUNT #41807030	11/16/12	FIRST STATE BANK	23.12
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	10/31/12	AFLAC	24.03
			11/16/12	AFLAC	24.03
			10/31/12	AFLAC BEFORE TAX	9.42
			11/16/12	AFLAC BEFORE TAX	9.42
		UNITED WAY OF JUNCTION CITY-GEARY COUN	11/16/12	UNITED WAY	3.85_
				TOTAL:	4,102.84

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	505.02
			11/16/12	MEDICARE WITHHOLDING	118.10
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	502.54
			11/16/12	PHS EMPLOYEE	502.54
			10/31/12	PHS EMP/SPOUSE	193.28
			11/16/12	PHS EMP/SPOUSE	193.28
			10/31/12	Work Dir. Impl. -25%	335.70
		CARTEGRAPH SYSTEMS, INC.	10/31/12	Work Dir Imp Exp 25%	98.64
			10/31/12	Work Director Imp Serv. A	1.56
			11/13/12	OIL PUMP FOR 584 ENG	516.51
			11/26/12	TRUCK 584 ENGINE	12,668.31
			11/26/12	TRK 584 ENGINE-CORE	3,000.00
		ROBERTS TRUCK CENTER	11/26/12	RING	2.65
			11/26/12	HOUSING	372.64
			11/26/12	BOLT	5.90
			11/26/12	BOLT	0.74
			11/26/12	TENSIONR	190.54
			11/26/12	HEATER	79.36
			10/29/12	2 TONER CARTRIDGES	241.45
			10/31/12	DELTA DENTAL OF KANSAS	48.60
			11/16/12	DELTA DENTAL OF KANSAS	48.60
			10/31/12	DELTA DENTAL OF KANSAS	24.62
			11/16/12	DELTA DENTAL OF KANSAS	24.61
		GEARY COUNTY TREASURER	11/26/12	3-17537-DEC 2012-TRUCKS	1,851.33
		KANSAS GAS SERVICE	11/15/12	2324 N JACKSON-OCT 12	95.52
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #2	629.54
		CARD CENTER	10/31/12	Public Works - Internet 25	24.99
			10/31/12	Public Works - Telephone -	51.64
			11/07/12	EMPLOYEE APPREC. LUNCH	60.96
			11/07/12	EMPLOYEE APPREC. LUNCH	8.19
			11/20/12	SUBWAY-RAY,STAFF ISSUES	16.86
			11/20/12	KITES-CARTIGRAPH SET UP	11.25
			11/20/12	SUBWAY-MARK,GREASE MGMT	16.04
			11/20/12	EL TAPATIO-CARTIGRAPH	15.27
			11/20/12	KITE'S-CARTIGRAPH	17.75
			11/20/12	WALMART-DPW LUNCHEON	26.15
			11/07/12	BREAKROOM/OFFICE SUPPLIES	7.24
			11/07/12	JANITORIAL	5.33
		CINTAS #451	11/09/12	MATS	12.09
			11/16/12	MATS	12.09
			11/23/12	MATS	12.09
				TOTAL:	22,549.52
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	108.41
			11/16/12	MEDICARE WITHHOLDING	25.32
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	69.57
			11/16/12	PHS EMPLOYEE	69.57
			10/31/12	PHS EMP/SPOUSE	23.19
			11/16/12	PHS EMP/SPOUSE	23.19
			10/31/12	PHS FAMILY	23.19
			11/16/12	PHS FAMILY	23.19
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	16.20
			11/16/12	DELTA DENTAL OF KANSAS	16.20
			10/31/12	DELTA DENTAL OF KANSAS	4.92
			11/16/12	DELTA DENTAL OF KANSAS	4.92
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	110.47

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			11/16/12	KPERS #2	48.32
		INCODE	10/09/12	Web - Utilities Inquiry -	106.66_
				TOTAL:	673.32
EMPLOYEE BENEFITS	EMPLOYEE BENEFITS	COVENTRY HEALTH SYSTEMS	11/20/12	NOV 2012 PREMIUM DIFF	7,709.09_
				TOTAL:	7,709.09
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	11/16/12	FEDERAL WITHHOLDING	305.03
			11/16/12	MEDICARE WITHHOLDING	29.88
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	38.66
			11/16/12	PHS EMPLOYEE	38.66
		JUNCTION CITY POLICE	11/16/12	JCPOA	20.00
		KANSAS DEPT OF REVENUE	11/16/12	STATE WITHHOLDING	112.29
		KANSAS PUBLIC EMPLOYEES	11/16/12	KP&F	146.94_
				TOTAL:	691.46
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	11/16/12	MEDICARE WITHHOLDING	29.88
		CREATIVE PRODUCT SOURCING, INC-DARE	11/26/12	DARE SHIRTS / INCENTIVES	1,196.08
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	154.63
			11/16/12	PHS EMPLOYEE	154.63
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	10.94
			11/16/12	DELTA DENTAL OF KANSAS	10.94
		KANSAS PUBLIC EMPLOYEES	11/16/12	KP&F	347.21_
				TOTAL:	1,904.31
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	11/16/12	FEDERAL WITHHOLDING	33.46
			11/16/12	SOCIAL SECURITY WITHHOLDIN	21.56
			11/16/12	MEDICARE WITHHOLDING	7.44
		ING LIFE INSURANCE & ANNUITY COMPANY	11/16/12	ING	25.00
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	19.33
			11/16/12	PHS EMPLOYEE	19.33
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	5.33
			11/16/12	DELTA DENTAL OF KANSAS	5.33
		KANSAS DEPT OF REVENUE	11/16/12	STATE WITHHOLDING	13.57
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	21.85
		FLEXIBLE SPENDING ACCOUNT #41807030	11/16/12	FIRST STATE BANK	8.34_
				TOTAL:	180.54
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	11/16/12	SOCIAL SECURITY WITHHOLDIN	31.81
			11/16/12	MEDICARE WITHHOLDING	7.44
		GEARY COUNTY ATTORNEY	11/26/12	11CV225 ATTORNEY FEES FORF	43.80
			11/26/12	11CV226 ATTORNEY FEES FORF	1,010.48
			11/26/12	11CV338 ATTORNEY FEES FORF	631.95
			11/26/12	12CV21 ATTORNEY FEES FORFE	72.00
			11/26/12	12CV138 ATTORNEY FEES FORF	161.57
			11/26/12	12CV152 ATTORNEY FEES FORF	36.30
			11/26/12	12CV19 ATTORNEY FEES FORFE	10,523.00
			11/26/12	12CV33 ATTORNEY FEES FORFE	37.50
			11/26/12	12CV42 ATTORNEY FEES FORFE	193.26
			11/26/12	12CV59 ATTORNEY FEES FORFE	140.62
			11/26/12	12CV83 ATTORNEY FEES FORFE	11.55
		GRANDVIEW PLAZA PD	11/26/12	11CV225 ASSET SHARING	148.92
			11/26/12	12CV121 ASSET SHARING	48.01
			11/26/12	12CV138 ASSET SHARING	183.12
			11/26/12	12CV59 ASSET SHARING	132.81
			11/26/12	12CV83 ASSET SHARING	10.91

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		COVENTRY HEALTH SYSTEMS	10/31/12	PHS EMPLOYEE	77.32
			11/16/12	PHS EMPLOYEE	77.31
		CENTURY LINK	11/20/12	M111302502 DTF PHONE SERVI	38.31
		ADAPTIVE DIGITAL SYSTEMS, INC	11/16/12	PINHOLE CAMERAS	1,650.00
		STONEWORX	11/26/12	837 STONE CAP LE MEMORIAL	1,000.00
		DELTA DENTAL (PAYROLL)	10/31/12	DELTA DENTAL OF KANSAS	10.80
			11/16/12	DELTA DENTAL OF KANSAS	10.80
		GEARY COUNTY SHERIFF	11/26/12	11CV338 ASSET SHARING	608.78
			11/26/12	12CV121 ASSET SHARING	48.01
			11/26/12	12CV138 ASSET SHARING	366.23
			11/26/12	12CV19 ASSET SHARING	21,064.00
			11/26/12	12CV33 ASSET SHARING	42.50
			11/26/12	12CV59 ASSET SHARING	132.81
			11/26/12	12CV83 ASSET SHARING	10.91
		KANSAS PUBLIC EMPLOYEES	11/16/12	KPERS #1	45.55
		CARD CENTER	11/15/12	HOBBY LOBBY-RETIRE PLAQUE	35.00
			11/15/12	BROWNELLS-MAG EXT-CORRECTI	282.75
			11/15/12	BROWNELLS-MAG EXT-CORRECTI	299.81
			11/15/12	325375ORAP-O2 SENSOR #226	67.85
			11/15/12	325453ORAP-SPARK PLUG #226	27.92
			11/15/12	ER DETAIL-DETAIL #202,208,	450.00
			11/15/12	ER DETAIL-DETAIL #238A	160.00
			11/15/12	ER DETAIL-DETAIL #204,206,	450.00
				TOTAL:	39,782.09
LAW ENFORCEMENT TRAIN	LAW ENFORCEMENT TR	UNIVERSITY OF KS	11/26/12	130324 TASER USER CERTIFIC	90.00
		UNIVERSITY OF KANSAS	11/26/12	RECYCLING YOU TRNG #747	25.00
		CARD CENTER	11/15/12	KTA-TOLLS INT & INT TRNG #	2.50
			11/15/12	RAMADO-KACP TRNG #203	167.48
			11/15/12	SUBWAY-K9 CERTIFICATION #3	5.96
			11/15/12	BEST WESTERN-K9 CERT #38	100.63
			11/15/12	WOODIES BBQ-K9 CERTIFICATN	11.67
			11/15/12	MAIN ST PIZZA-K9 CERT #38	7.00
			11/15/12	QUIZNOS-K9 CERTIFICATION #	6.81
			11/15/12	BEST WESTERN-REFUND	6.64
			11/15/12	PHILLIPS-K9 CERTIFICATION	63.83
			11/15/12	ARBYS-K9 CERTIFICATION #38	6.92
			11/15/12	GOLDEN DRAGON-K9 CERT #38	9.27
			11/15/12	PIZZA HUT-K9 CERT #38	8.85
			11/15/12	BEST WESTERN-K9 CERT #38	281.97
			11/15/12	TRES AMIGOS-K9 CERT #38	11.07
			11/15/12	RIVER CITY DUI TRNG #24,74	12.85
			11/15/12	CARRABBAS-DUI TRAINING #24	32.19
			11/15/12	WASABI-DUI TRAINING #24,74	15.77
			11/15/12	COURTYARD-DUI TRNG #24,749	104.94
			11/15/12	COURTYARD-DUI TRNG #24,749	104.94
			11/15/12	SUNFLOWR-COURT SEC TRNG#73	8.91
			11/15/12	WENDYS-COURT SECURITY TRNG	9.88
			11/15/12	BEST WEST-COURT SEC TRNG #	90.10
			11/15/12	KTA-COURT SECURITY TRNG #7	1.00
			11/15/12	SUNFLOWR-COURT SEC TRNG#73	7.82
			11/15/12	KTA-COURT SECURITY TRNG #7	1.00
				TOTAL:	1,181.72
DARE	LAW ENFORCEMENT TR	CREATIVE PRODUCT SOURCING, INC-DARE	11/26/12	DARE SHIRTS / INCENTIVES	2,962.98
				TOTAL:	2,962.98

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
===== FUND TOTALS =====					
	01	GENERAL FUND		580,601.22	
	02	GRANTS		9,715.91	
	10	SPIN CITY		4,260.46	
	12	BOND & INTEREST		88,790.02	
	15	WATER & SEWER FUND		40,708.34	
	18	STORM WATER		1,126.82	
	23	SANITATION FUND		27,325.68	
	35	EMPLOYEE BENEFITS FUND		7,709.09	
	47	DRUG & ALCOHOL ABUSE FUND		2,595.77	
	50	SPECIAL LE TRUST FUND		39,962.63	
	54	LAW ENFORCEMENT TRAINING		4,144.70	
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		GRAND TOTAL:		806,940.64	
-----					

TOTAL PAGES: 23

## SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 0/00/0000 THRU 99/99/9999  
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 11/10/2012 THRU 11/26/2012  
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## PAYROLL SELECTION

PAYROLL EXPENSES: NO  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
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## PRINT OPTIONS

PRINT DATE: GL Post Date  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: APPROPRIATIONS- -NOV 10-NOV 26, 2012-CS  
SIGNATURE LINES: 0  
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## PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
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**Backup material for agenda item:**

- b. Consideration of the Minutes for the November 20, 2012 City Commission Meeting and November 28, 2012 Special City Commission Meeting.

**CITY COMMISSION MINUTES**

November 20, 2012

7:00p.m.

**CALL TO ORDER**

The regular meeting of the Junction City Commission was held on Tuesday, November 20, 2012 with Vice-Mayor Jim Sands presiding.

The following members of the Commission were present: Cecil Aska, Scott Johnson, Jim Sands and Jack Taylor. Staff present was: City Manager Vernon, City Attorney Logan, and City Clerk Tyler Ficken.

**PUBLIC COMMENT**

Martha Smith with Kansas Manufactured Housing Association stated that she appreciates the changes to the manufactured home code, but has issue with the definition section of the proposed ordinance. City attorney Logan stated that since the proposed definition is the same as the existing definition, she would recommend moving forward with consideration of the item, and consider the definition in the future.

Doug Ottersberg of Santa Fe New Mexico stated that he compliments the staff on their work on the manufactured home ordinance change.

Allan Rothlisberg 65<sup>th</sup> District Representative thanked everyone for their vote, and he looks forward to representing all. He plans to regularly attend City meeting when he is not in Topeka. He has an open door policy regarding constituent concerns.

Mark Moskey of Northwind and Elmdale Estates stated that the inspection fees are too high, and it is costly to make changes soon after the last update. He runs a mom and pop operation, and \$1000 is excessive. The rear entrance steps he has installed will be made obsolete because they do not have handrails.

Ian Prinney of Spruce Street stated that One-Way and no parking would be appropriate for Bradley and Patton Streets but not Pierce and Raber because the homes on those streets are not rentals. He stated that if the No-Parking occurs as proposed on their street it would require seniors to park across the street from their home.

Weldon Fallwell of 927 Hemlock inquired regarding a solicitation by American Water Resources. He stated that this is an insurance policy covering water and sewer line problems. City Manager Vernon stated that Kansas has been blanketed with their advertisements and the City has no affiliation with the company.

## **CONSENT AGENDA**

Consideration of Appropriation Ordinance A-22-2012 dated October 30, 2012 to November 9, 2012 in the amount of \$530,861.39. Commissioner Johnson moved, seconded by Commissioner Aska to approve the consent agenda as presented. Ayes: Aska, Johnson, Sands, Taylor. Nays: none. Motion carried.

Consideration of the minutes for the November 6, 2012 Commission Meeting. Commissioner Johnson moved, seconded by Commissioner Aska to approve the consent agenda as presented. Ayes: Aska, Johnson, Sands, Taylor. Nays: none. Motion carried.

Consideration of award of contract for lease/purchase of two copiers. Commissioner Johnson moved, seconded by Commissioner Aska to approve the consent agenda as presented. Ayes: Aska, Johnson, Sands, Taylor. Nays: none. Motion carried.

## **NEW BUSINESS**

Consideration and approval of the installation of One-Way and No-Parking signage along Bradley Avenue, Patton Avenue, Pierce Street and Raber Street. Commissioner Taylor asked if changes would be enforced immediately; he stated that the rental areas are the problem spots. Commissioner Sands asked where the photo of the ambulance was taken. Municipal Services Director McCaffery stated that the photos were on Bradley St. Commissioner Johnson stated that some areas around schools have similar problems. Commissioner Johnson stated that while emergency situation can be infrequent, it will eventually become an issue. Commissioner Aska stated that Pierce & Raber could be considered separate from Bradley and Patton Streets. Commissioner Aska moved, seconded by Commissioner Taylor to approve the One-Way and No-Parking signage as recommended along Bradley Avenue and Patton Avenue for a 90 day review period. Ayes: Aska, Johnson, Sands, Taylor. Nays: none. Motion carried. Captain Brechi stated that there would be an education period and fines would not be levied immediately. Chief Rook stated that the parking is the more important of the two issues because space is the key; a vehicle may be able to fit down the street, but space is also needed to remove equipment from the truck. Commissioner Aska moved, seconded by Commissioner Johnson to approve recommended No-parking on Pierce and Raber Streets with a 90 day review. Ayes: Aska, Johnson, Sands, Taylor. Nays: none. Motion carried.

Consideration of Ordinance G-1124 amending the existing Chapter 585 of Article V of the City Code of Junction City concerning adjustments to the Manufactured Home and Recreational Vehicle Code. Planning & Zoning Director Yearout stated that the owner of the court is responsible for licensing with includes

requirements for blocks, skirting, stairs & rails. Planning & Zoning Director Yearout stated that the change will not require storm shelters to be built. Regarding the fees, Planning & Zoning Director Yearout stated that prior to 2010 owners were charged a flat fee of \$50 regardless if their court had 15 or 400 units, and the current fee is \$10 per space. Senior Inspector Karmann stated that the Fire Department or Codes & Inspections Department inspect for life safety issues on an annual basis. Commissioner Taylor stated that he is concerned about electrical at these units. Senior Inspector Karmann stated that an inspection for electrical is not required unless the services has been disconnected for an extended period. Chief Rook stated that premises ID is important for locating emergencies. Commissioner Sands stated that there needs to be stepped up and cross enforcement and communication among the departments. Commissioner Johnson stated that some of the parks are well maintained and others are not. Commissioner Johnson asked if \$10 covers the inspection cost. Planning & Zoning Director Yearout stated that the fee does not cover the cost. Commissioner Johnson stated that the City should determine the actual cost and charge that amount. Commissioner Aska moved, seconded by Commissioner Johnson to approve Ordinance G-1124 as amended to include sewer in Section 8. Ayes: Aska, Johnson, Sands, Taylor. Nays: none. Motion carried.

### **COMMISSIONER COMMENTS**

Commissioner Aska wished everyone a Happy Thanksgiving; feel blessed, and keep in mind those who are less fortunate.

Commissioner Johnson congratulated those who were elected to office. Commissioner Johnson congratulated Commissioner sands on a well run meeting.

Commissioner Taylor congratulated Cloud County Community College on their visit with the Governor; Governor Brownback also visited Acorns Resort.

Commissioner Sands stated that trash and utility trucks are also an issue to consider when limiting parking and direction of traffic. Commissioner Sands thanked those who contributed to the food pantry.

### **STAFF COMMENTS**

City Manager Vernon stated that the new City trucks were available for viewing before the meeting; they will be great units.

City Attorney Logan stated that an Executive Session will be required at a future meeting to discuss an issue resulting from an e-mail from the Kansas Libertarian Party.

Planning & Zoning Director Yearout stated that Butler Community College will play for a Nation Title in Football on December 8<sup>th</sup>; the team includes 3 Junction City graduates.

### **ADJOURNMENT**

Commissioner Aska moved, seconded by Commissioner Johnson to adjourn at 8:43 p.m. Ayes: Aska, Johnson, Sands, Taylor. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 4th DAY OF DECEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR NOVEMBER 20, 2012.

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Tyler Ficken, City Clerk

Pat Landes, Mayor

## **SPECIAL CITY COMMISSION MINUTES**

November 28, 2012

12:00p.m.

### **CALL TO ORDER**

The special meeting of the Junction City Commission was held on Wednesday, November 28, 2012 with Vice-Mayor Jim Sands presiding.

The following members of the Commission were present: Cecil Aska, Scott Johnson, Pat Landes, Jim Sands and Jack Taylor. Staff present was: City Manager Vernon, and City Clerk Tyler Ficken.

### **NEW BUSINESS**

Consideration of extension of the 2010-2012 Self-Help Housing Grant. City Manager Vernon stated that it is not possible for the current homes to be finished prior to December 12, 2012, and so an amendment to extend the grant to March 2, 2013 is requested. City Manager Vernon stated that this item is not part of the future grant application process. Commissioner Johnson stated that in the future he needs to see bid documents for electrical and plumbing. Commissioner Taylor moved, seconded by Commissioner Johnson to approve extension of the 2010-2012 Self-Help Housing Grant as requested. Ayes: Aska, Johnson, Sands, Taylor. Motion carried. Mayor Landes attended the meeting via teleconference but his connection was lost, and his vote was not recorded.

### **ADJOURNMENT**

Commissioner Aska moved, seconded by Commissioner Johnson to adjourn at 12:16 p.m. Ayes: Aska, Johnson, Sands, Taylor. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 4th DAY OF DECEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR NOVEMBER 28, 2012.

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Tyler Ficken, City Clerk

Pat Landes, Mayor

**Backup material for agenda item:**

- c. Consideration and acceptance of Emergency Shelter Grant.

**City of Junction City**  
**City Commission - Agenda Memo**

December 4, 2012 Meeting

From: Cheryl S. Beatty, Assistant Manager/Finance Director  
To: City Commissioners and Gerry Vernon, City Manager  
Subject: **Emergency Shelter Grant – Acceptance of Award of Grant**

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**Objective:** Consideration and acceptance of Emergency Shelter Grant

**Explanation of Issue:** The City acts as the administrator of the grant funds for the Junction City Emergency Shelter Grant. We are the conduit to receive the funds, which are then dispersed to Open Door Community House, Incorporated for expenditure.

**Budget Impact:** None

**Alternatives:** It appears that the City Commission may approve, deny, modify, or table the acceptance of the Emergency Shelter Grant award.

**Recommendation:** Staff recommends the acceptance of the administration of these grant funds.

**Enclosures:** Grant award document and contract.

# KANSAS HOUSING



## RESOURCES CORPORATION

September 20, 2012

Gerry Vernon, City Manager  
City of Junction City  
700 North Jefferson  
Junction City, KS 66441

Kansas Housing Resources Corporation is pleased to announce your 2012 Emergency Shelter Grant award. These funds have been conditionally awarded. Please advise your sub-recipient, Open Door Community House, Inc., of this award.

Street Outreach	\$0.00
Emergency Shelter	\$50,000.00
Homeless Prevention	\$0.00
Rapid Re-housing	\$20,000.00
HMIS	\$0.00
Administration	\$1,914.00
Total Award	\$71,914.00

Please obtain the signature of the Authorized Grantee Official and return the original copy of the attached Notification of Grant Award to me no later than October 5, 2012. If you have questions or need more information, please feel free to contact me.

Cordially,



James Chiselom  
Program Manager, Emergency Shelter Grant  
Kansas Housing Resources Corporation  
611 S. Kansas Ave. Suite 300  
(785) 296-7236

# KANSAS HOUSING



## RESOURCES CORPORATION

September 20, 2012

RE: 2012 Emergency Solutions Grant Conditional Award Technical Submission

Dear ESG Recipient:

Attached you will find the following three documents:

- 1) Contractual Provision Attachment (DA 146a)
- 2) Grant Award Conditions
- 3) Detailed Budget Itemization

Following are the instructions for each document:

- 1) **Contractual Provisions Attachment** – Read, sign and return original, place copy in ESG file.
- 2) **Grant Award Conditions** – Read, sign and return original, place copy in ESG file.
- 3) **Detailed Budget Itemization** – **PLEASE TYPE THIS FORM.**
  - Fill in Grantee's name and address (one for each sub-grantee), fill out **specific activities** under appropriate categories (refer to the application under activities if you have questions about what activities should go under what categories).
  - Put in dollar amount of funds beside each category, (not activity), and then total under **"TOTAL APPROVED ESG EXPENSES"**. Fill out dollar amount under appropriate Matching Funds section; make sure that your matching funds is the same as what was placed under "Local Matching Funds" on the "Notification of Grant Award".
  - Have appropriate official sign and date form, make copy for your ESG file and return original to KHRC by Friday, October 5.

**NOTE: Your conditional award is completed once you have completed ESG training and received the signed Notification of Grant Award from our office. The contract period for these funds will be September 1, 2012, to February 28, 2014.**

**Grant Award Conditions**  
**Kansas Emergency Solutions Grant Program**

1. The Local Government must match the amount of the State's grant dollar-for-dollar, except for the "Local Government Administration" allocation. Matching funds must be provided *after* the date of the grant award to the grantee. If a hardship would occur in meeting the match, exemptions may be requested in writing.
2. The terms of the State's grant award, the required local match, and the Local Government's expenditure of grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR Part 85.
3. All ESG grantees must have signed the "Certification of Local Approval for Nonprofit Organizations" and the, "Local Unit of Government Emergency Solutions Grant Program FY2012 Certifications" contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
4. The Local Government's requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (Corporation) in writing.
5. When salaries are included in the State's grant award, concurrent with the first reimbursement of salaries, the local Government shall submit the name, title, beginning date, and qualifications of the employee(s).
6. The State will de-obligate and recapture from the Local Government, any unexpended grant funds after the ending date of grant award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Award" and "Budget Itemization."
7. The Local Government, and nonprofit organizations to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of four years after completion of the State's Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
8. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts.

Any contract or agreement entered into by the Grantee shall contain language comparable

## CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of September 2012.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

BUDGET ITEMIZATION  
KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM  
KANSAS HOUSING RESOURCES CORPORATION

Grantee's Name	Grantee's Address

APPROVED ESG EXPENSES

FOR

Name of Agency or Service Provider

STATE ESG FUNDS (See ESG Eligible Amount Activities.)

Street Outreach *(List standard sub items with planned expenses.)*

Emergency Shelter *(List standard sub items with planned expenses.)*

Homeless Prevention *(List standard sub items with planned expenses.)*

Rapid Re-Housing *(List standard sub items with planned expenses.)*

HMIS *(List standard sub items with planned expenses.)*

TOTAL APPROVED ESG EXPENSES

**Schnurr, Joleen**

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**Subject:** ESG TRAINING-MANHATTAN--leave  
**Start:** Tue 10/23/2012 12:00 AM  
**End:** Wed 10/24/2012 12:00 AM  
**Show Time As:** Free  
**Recurrence:** (none)

**2012 Emergency Solutions Grant (ESG) Training**

**Northeast Region – City of Manhattan**

**October 23, 2012**

**Location: Department for Children and Families,**

**2709 Amherst Ave, Manhattan, KS 66502. 9am – 5pm**

Training has been scheduled for all Sub Recipients and sub recipient agencies conditionally awarded 2012 ESG funds. This training is mandatory for the 2012 ESG Sub recipients and must be completed before funds will be approved to be expended.

This is scheduled to be all day training, beginning 9am until 5pm. Lunch will be on your own 12pm – 1:30pm.

The training will cover all aspects of the 2012 ESG as follows:

**General Information**

**Program Requirements**

**Homeless Definition**

**Imminent Risk of Homelessness Definition**

**Documentation Standards for Homeless at Risk of Homelessness**

**Types of Assistance**

**Homeless Prevention and Rapid Re Housing –** *(Basics of Habitability Inspections, Lead-Based Paint Requirements, Fair Market / Rent & Rent Reasonableness, Leases & Landlord Agreements)*

It is important that you provide an RSVP with your agency's attendee information ASAP:  
[www.mbanks@kshousingcorp.corp](mailto:www.mbanks@kshousingcorp.corp)

If you are experiencing a scheduling conflict please contact the ESG program manager.

James Chiselom, ESG Program Manager: [www.jchiselom@kshousingcorp.org](mailto:www.jchiselom@kshousingcorp.org)

**Schnurr, Joleen**

**From:** Banks, Marcia [KSHRC] [MBanks@kshousingcorp.org]  
**Sent:** Monday, September 24, 2012 2:35 PM  
**To:** 'kmorey@neicap.org'; 'dparker@brcocks.org'; 'director@opendoor.kscoxmail.com'; 'caris@cityofatchison.com'; 'sfdunn@dovesatchisonks.org'; 'lkaya@sbcglobal.net'; 'lcooper@firstcity.org'; 'wchm@wamego.net'; 'cityclerk@wamego.org'; 'davis@cityofmhk.com'; 'manhattanemergencysHELTER@hotmail.com'; 'jdavis@carrollweb.com'; Schnurr, Joleen  
**Cc:** Chiselom, James [KSHRC]  
**Subject:** 2012 ESG Training Scheduled  
**Importance:** High



## 2012 Emergency Solutions Grant (ESG) Training Northeast Region – City of Manhattan October 23, 2012

**Location:** Department for Children and Families,  
 2709 Amherst Ave, Manhattan, KS 66502. 9am – 5pm

Training has been scheduled for all Sub Recipients and sub recipient agencies conditionally awarded 2012 ESG funds. This training is mandatory for the 2012 ESG Sub recipients and must be completed before funds will be approved to be expended.

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**Homeless Definition**

**Imminent Risk of Homelessness Definition**

**Documentation Standards for Homeless at Risk of Homelessness**

**Types of Assistance**

**Homeless Prevention and Rapid Re Housing – (*Basics of Habitability Inspections, Lead-Based Paint Requirements, Fair Market / Rent & Rent Reasonableness, Leases & Landlord Agreements*)**

It is important that you provide an RSVP with your agency's attendee information ASAP:

[www.mbanks@kshousingcorp.org](http://www.mbanks@kshousingcorp.org)

If you are experiencing a scheduling conflict please contact the ESG program manager.

James Chiselom, ESG Program Manager: [www.jchiselom@kshousingcorp.org](http://www.jchiselom@kshousingcorp.org)

**Schnurr, Joleen**

**From:** Banks, Marcia [KSHRC] [MBanks@kshousingcorp.org]  
**Sent:** Monday, September 24, 2012 2:35 PM  
**To:** 'kmorey@nekcapp.org'; 'dparker@brcoks.org'; 'director@opendoor.kscoxmail.com'; 'caris@cityofatchison.com'; 'sfdunn@dovesatchisonks.org'; 'lkaya@sbcglobal.net'; 'lcooper@firstcity.org'; 'wchm@wamego.net'; 'cityclerk@wamego.org'; 'davis@cityofmhk.com'; 'manhattanemergencyshelter@hotmail.com'; 'jdavis@carrollweb.com'; Schnurr, Joleen  
**Cc:** Chiselom, James [KSHRC]  
**Subject:** 2012 ESG Training Scheduled  
**Importance:** High



## 2012 Emergency Solutions Grant (ESG) Training Northeast Region – City of Manhattan October 23, 2012

**Location:** Department for Children and Families,  
 2709 Amherst Ave, Manhattan, KS 66502. 9am – 5pm

Training has been scheduled for all Sub Recipients and sub recipient agencies conditionally awarded 2012 ESG funds. This training is mandatory for the 2012 ESG Sub recipients and must be completed before funds will be approved to be expended.

This is scheduled to be all day training, beginning 9am until 5pm. Lunch will be on your own 12pm – 1:30pm.

The training will cover all aspects of the 2012 ESG as follows:

**General Information**

**Program Requirements**

**Homeless Definition**

**Imminent Risk of Homelessness Definition**

**Documentation Standards for Homeless at Risk of Homelessness**

**Types of Assistance**

**Homeless Prevention and Rapid Re Housing** – (*Basics of Habitability Inspections, Lead-Based Paint Requirements, Fair Market / Rent & Rent Reasonableness, Leases & Landlord Agreements*)

It is important that you provide an RSVP with your agency's attendee information ASAP:

[www.mbanks@kshousingcorp.corp](mailto:www.mbanks@kshousingcorp.corp)

If you are experiencing a scheduling conflict please contact the ESG program manager.

James Chiselom, ESG Program Manager: [www.jchiselom@kshousingcorp.org](mailto:www.jchiselom@kshousingcorp.org)

**Backup material for agenda item:**

- d. Consideration of ambulance contractual obligation adjustments and bad debt adjustments (September 2012)

# City of Junction City

## City Commission

### Agenda Memo

November 15, 2012

From: Richard P. Rook, Interim Fire Chief  
To: City Commission and City Manager  
Subject: September 2012 Ambulance Adjustments

---

**Objective:** Approval of ambulance contractual obligation adjustments and bad debt adjustments.

**Explanation of Issue:** Contractual obligations are required write-off adjustments by contractual insurance providers such as Medicare, Medicaid, Blue Cross, etc. Bad debt adjustments are accounts in which we have exhausted billing efforts to collect. After the bad debt adjustments, these accounts are forwarded to a collection agency and the Kansas Setoff Program.

**Budget Impact:**

Contractual Obligation Adjustment	\$ 45,934.13
Bad Debt Adjustment	\$ 7.29

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve ambulance contractual obligation and bad debt adjustments in the amounts listed.
2. Disapprove ambulance contractual obligation and bad debt adjustments in the amounts listed.
3. Modify the proposal...
4. Table the request.

**Recommendation:** Staff recommends approval of adjustments as listed

**Enclosures:**

**Backup material for agenda item:**

- e. Consideration of ambulance contractual obligation adjustments and bad debt adjustments (October 2012).

# City of Junction City

## City Commission

### Agenda Memo

November 15, 2012

**From:** Richard P. Rook, Interim Fire Chief  
**To:** City Commission and City Manager  
**Subject:** **October 2012 Ambulance Adjustments**

---

**Objective:** Approval of ambulance contractual obligation adjustments and bad debt adjustments.

**Explanation of Issue:** Contractual obligations are required write-off adjustments by contractual insurance providers such as Medicare, Medicaid, Blue Cross, etc. Bad debt adjustments are accounts in which we have exhausted billing efforts to collect. After the bad debt adjustments, these accounts are forwarded to a collection agency and the Kansas Setoff Program.

**Budget Impact:**

Contractual Obligation Adjustment	\$ 22,156.73
Bad Debt Adjustment	\$ 18,125.81

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve ambulance contractual obligation and bad debt adjustments in the amounts listed.
2. Disapprove ambulance contractual obligation and bad debt adjustments in the amounts listed.
3. Modify the proposal...
4. Table the request.

**Recommendation:** Staff recommends approval of adjustments as listed

**Enclosures:**

**Backup material for agenda item:**

- f. The consideration and approval of Resolution 2676, setting a public hearing date of January 15, 2013 to address condemnation of 508 W 10th St.

**City of Junction City  
City Commission  
Agenda Memo**

December 4, 2012

**From:** Mark Karmann, Codes Administrator  
**To:** Gerry Vernon, City Manager and City Commissioners  
**Subject:** 508 W 10<sup>th</sup> St– Resolution 2676

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**Objective:** The consideration and approval of Resolution 2676, setting a public hearing date of January 15, 2013 to address condemnation of 508 W 10<sup>th</sup> St.

**Explanation of Issue:** The following structure has been found unsafe or dangerous:

Structure: Single Family Dwelling  
Address: 508 W 10<sup>th</sup> St  
Owner: Charles Cain  
Mailing Address: 508 W 10<sup>th</sup> St Junction City, KS 66441

The City of Junction City is requesting approval of Resolution 5676, setting a public hearing date of January 15, 2013.

**Budget Impact:** If process continues, it may cost up to \$10,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$15,000.00 was budgeted for 2013. Costs will be billed to the property owner and will reimburse any charges to this account.

**Alternatives:** The Commission may approve, deny, or postpone this item.

**Recommendation:** Staff recommends approval of Resolution 2676, setting a public hearing date of January 15, 2013 to address condemnation of 508 W 10<sup>th</sup> St.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moves to approve Resolution 2676, setting a public hearing date of January 15, 2013 to address condemnation of 508 W 10<sup>th</sup> St.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** Resolution 2676, Demolition Evaluation Form

RESOLUTION NO. 2676

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF JUNCTION CITY, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, AND OCCUPANTS OF THE STRUCTURE LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, pursuant to Section 560.040 of the Code of the City of Junction City, Kansas, The Enforcing Officer of the City of Junction City did on December 4, 2012 file with the Governing Body a statement in writing that the structure hereinafter described, is unsafe and dangerous, and

WHEREAS, on December 4, 2012 the Governing Body of the City of Junction City, Kansas heard a report from the Enforcing Officer describing the condition of said property;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

That a hearing will be held on January 15, 2013, before the Governing Body at 7:00 pm in the City Council Chambers of the City Hall located at 700 North Jefferson, Junction City, Kansas 66441, at which time the owner, his or her agent, any lienholder of record, and any occupants of the structure located at:

508 W 10<sup>th</sup> St, legally described as:

**Lot 18 and 19, Block 22, Cuddy's Addition, Junction City, Kansas**

may appear and show cause why such structure should not be condemned and ordered repaired or demolished.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only".

ADOPTED THIS 4<sup>TH</sup> DAY OF DECEMBER, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CITY OF JUNCTION CITY BUILDING INSPECTION DEPARTMENT

## PROPOSED DEMOLITION EVALUATION FORM

Property Address: <b>508 W 10<sup>th</sup></b>		Inspector: <b>KARMANN</b>	Inspection Date: <b>11/5/12</b>
Legal Description: <b>Cuddys ADD LOTS 18+19 BLK 22</b>		Parcel I.D. <b>031-111-02-0-40-22-014</b>	
Structure Use: <b>SFD</b>	SqFt Estimate # Rooms	Appraiser's Value <b>\$25,000</b>	
Property Owner:	Address: <b>508 W 10<sup>th</sup></b>	City/State/Zip: <b>JUNCTION CITY, KS</b>	

INSTRUCTIONS: Using the numerical scale below, compare the condition of the structure being rated against the criteria listed for each factor. Select the number which best indicates your perception of that structure's condition on each of the criterion and circle it on the evaluation scale. A rate of (7) = Structure meets standard requirements, (4) = Satisfactory structure, (1) = Dangerous conditions which must receive immediate attention. After completing each factor, indicate a composite (overall) evaluation.

RATING: 7 = MEETS STANDARD REQUIREMENTS TO 1 = DANGEROUS CONDITIONS EXIST	RATE	COMMENTS
<b>FACTOR 1: FOUNDATION</b> <input type="checkbox"/> BASEMENT <input type="checkbox"/> POURED <input type="checkbox"/> BLOCK <input type="checkbox"/> STONE <input checked="" type="checkbox"/> SLAB <input checked="" type="checkbox"/> CRAWLER Deterioration, cracks, mortar missing, settling, caving in	<b>3</b>	<b>FOUNDATION SETTLING, MORTAR MISSING, DETERIORATED</b>
<b>FACTOR 2: EXTERIOR WALLS/SIDING/BRICK</b> Holes, missing siding pieces, termite damage, fasteners missing, water damage  SIDING MATERIAL USED:	<b>3</b>	<b>HOLES IN SIDING, MISSING PIECES, DETERIORATED</b>
<b>FACTOR 3: WINDOWS/DOORS</b> Missing or broken, not securable (locks broken), won't open and/or close. Broken and/or rotted window or door frames. Termite damage. STORM WINDOWS & SCREENS? <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>2</b>	<b>BROKEN WINDOWS, DETERIORATED, NEED PAINT</b>
<b>FACTOR 4: ROOFING/SOFFITS/FACIA/STORM DRAINAGE</b> Missing shingles, rotten or decayed decking materials, apparent leaks. Buckled soffits, missing pieces, no air vents, wood damaged. Facia missing or deteriorated, water damage ROOFING MATERIALS USED:	<b>2</b>	<b>LARGE HOLE IN ROOF, NEEDS REPLACED, FACIA DETERIORATED</b>
<b>FACTOR 5: PORCHES/DECKS</b> Wood: Leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used. Cement: Settled (crooked), cracked, broken pieces, pulled away from structure. CONSTRUCTION MATERIALS USED:	<b>1</b>	<b>PORCH NEEDS TO BE TAKEN OFF AND REPLACED, ENTIRE ROOF IS DETERIORATED</b>
<b>FACTOR 6: ELECTRICAL SERVICE &amp; INTERIOR WIRING</b> Service: Undersized, not grounded, dangerous or unsafe wiring Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures SERVICE AMPERAGE:	<b>4</b>	<b>SERVICE IS ON AND WORKING</b>
<b>FACTOR 7: PLUMBING - WATER SUPPLY &amp; WASTEWATER</b> Faucets leaking, improperly vented, fixtures don't function properly. Kitchen area must have sink, bathroom must have commode, lavatory and bathing facilities. Laundry hook-ups. Sewer gas smell. WATER PIPING MATERIALS:	<b>4</b>	<b>HAS WATER SERVICE</b>
<b>FACTOR 8: MECHANICALS - HEAT &amp; AIR CONDITIONING PLANTS</b> Furnace covers in place, venting, functioning properly, thermostat. Register covers in place. Wall units in sleeping areas.	<b>4</b>	<b>HAS GAS TO PROPERTY</b>
<b>COMPOSITE EVALUATION</b>	<b>RATE</b>	
Add factor ratings 1 through 8 and divide by 8 to attain overall score.		
<b>OTHER SUBSTANDARD HOUSING CONDITIONS</b>		
<b>HEALTH/SANITARY CONDITION</b>	<b>RATE</b>	
Sewer cap in place. Apparent bug and/or rodent droppings. Possible lead paint. Leaking toilet seal. Stored boxes/bags allowing for rodent harborage. Strong pet odors.		
<b>FLOOR COVERINGS</b>	<b>RATE</b>	
Wood floors in rough splintered condition. Vinyl flooring has holes, coming apart at seams, or coming up from subfloor/underlayment. Ripped, loose, dirty/stained carpets. Pet odors.		
<b>APPARENT FIRE HAZARDS/FIRE ALARMS</b>	<b>RATE</b>	
Inoperable fire alarms. No fire alarms. Emergency exits blocked or inoperable. Faulty wiring. Faulty or dangerous heating plant. Improper vent spacing for furnace or water heater.		
<b>IMPROPER OCCUPANCY</b>	<b>RATE</b>	
Structure or portion thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.		
<b>PUBLIC NUISANCE/BLIGHT HISTORY - ATTACHED</b>	<b>RATE</b>	

**Backup material for agenda item:**

- g. Consideration of 2012 Budget amendments for public hearing.

# City of Junction City

## City Commission - Agenda Memo

December 4, 2012 Meeting

From: Cheryl S. Beatty, Assistant Manager/Finance Director  
To: City Commissioners and Gerry Vernon, City Manager  
Subject: **2012 Budget Amendments**

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**Objective:** Consideration and approval of 2012 Budget Amendments

**Explanation of Issue:** Presented in the attached document are the 2012 Budget Amendments. These amendments represent the amendments needed to meet budget statutes requiring budget expenditure authority from the City Commission to comply with the statute. Listed below are the changes with a brief explanation why an increase is needed.

<u>Budget</u>	<u>2012 Budget</u>	<u>2012 Amend Budget</u>
Library Fund	\$ 819,400	\$ 858,357
-Unanticipated revenue to be transferred to library. As per state statute we must transfer all funds. The City acts as an accounting conduit for library taxes collected.		
Employee Benefits Fund	\$ 250,595	\$ 431,100
-I failed to budget for retiree health insurance revenue in and payments out.		
Storm Water Fund	\$666,710	\$ 878,500
-Expenditures for two projects (Strauss Blvd and Price Ravine) were not originally anticipated in budget. Projects approval was based on cash carry available.		
Special Law Enforcement	\$ 166,382	\$368,382
-A large drug forfeiture receipt was not anticipated in the 2012 budget. Revenue and expenditures need to be changed to reflect the new revenue received, reflect the disbursement of such funds to other agencies as per agreements and expenditures of such funds as per state statute.		
RHID Fund (Bluffs Project)	\$ 295,000	\$ 352,000
-We had an unanticipated increase in funds received for RHID debt payments.		
Capital Improvement Fund	\$ -0-	\$ 28,000
-We did not budget for NRP payment from this fund. NRP calculations on state budget form did not coincide with how NRP was withdrawn by the County Treasurer.		

**Budget Impact:** Each amendment is based on available cash or previously approved projects.

**Alternatives:** This is a presentation to the City Commission and a request for a budget hearing to be set for December 18<sup>th</sup> at 7:00 p.m.

**Recommendation:** A motion to approve publication of notice of public hearing and schedule a public hearing for December 18, 2012.

**Enclosures:** Budget Amendment Forms and Hearing Notice for publication.

2012

**Amended  
Certificate  
For Calendar Year 2012**

To the Clerk of Geary County, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
**City of Junction City**  
certify that: (1) the hearing mentioned in the attached publication was  
held;(2) after the Budget Hearing this Budget was duly approved and  
adopted as the maximum expenditure for the various funds for the year.

		2012 Amended Budget			
		Page No.	Amount of 2011 Tax that was Levied	Adopted 2012 Expenditures	Proposed Amended 2012 Expenditures
Table of Contents:					
<b>Fund</b>	<b>K.S.A.</b>				
Library		2	782,729	819,400	858,357
Employee Benefits		3	370,990	250,595	431,100
Storm Water Fund		4		666,710	878,500
Special Law Enforcement		5		166,382	368,382
Bluffs RHID		6		295,000	352,000
Capital Improvement		7			28,000
Totals		xxxxxxxx	1,153,719	2,198,087	2,916,339
Summary of Amendments		8			

Attested date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

Assisted by:  
Cheryl Beatty, Finance Director

Address:  
City of Junction City  
700 N. Jefferson St

Email:  
cheryl.beatty@jcks.com

\_\_\_\_\_  
Governing Body



City of Junction City

2012

Adopted Budget

Employee Benefits	2012 Adopted Budget	2012 Proposed Budget
Unencumbered Cash Balance January 1	-157,907	-154,340
Receipts:		
Ad Valorem Tax	370,990	349,531
Delinquent Tax	0	96,225
Motor Vehicle Tax	57,603	45,705
Recreational Vehicle Tax	509	1,413
16/20M Vehicle Tax	399	330
Retiree Insurance Payments		120,000
Work Comp Dividends		33,975
Interest on Idle Funds		
<b>Total Receipts</b>	<b>429,501</b>	<b>647,179</b>
<b>Resources Available:</b>	<b>271,594</b>	<b>492,839</b>
Expenditures:		
Workers Compensation	170,000	170,000
Unemployment Exp	32,677	33,000
NRP	47,918	28,100
Retiree Medical		140,000
Other Services		60,000
<b>Total Expenditures</b>	<b>250,595</b>	<b>431,100</b>
Unencumbered Cash Balance December 31	20,999	61,739

City of Junction City

2012

Adopted Budget

Storm Water Fund	2012 Adopted Budget	2012 Proposed Budget
Unencumbered Cash Balance January 1	476,959	757,831
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Charges for Services	450,000	625,000
Bad Debt Collections		5,500
Interest on Idle Funds		
<b>Total Receipts</b>	<b>450,000</b>	<b>630,500</b>
<b>Resources Available:</b>	<b>926,959</b>	<b>1,388,331</b>
Expenditures:		
Personnel Services	44,210	40,000
Commodities	18,500	5,000
Contract Services	113,500	350,000
Transfer to Debt	450,000	450,000
Transfer to General Fund	32,500	32,500
Bad Debt Expense	8,000	1,000
<b>Total Expenditures</b>	<b>666,710</b>	<b>878,500</b>
Unencumbered Cash Balance December 31	260,249	509,831



Bluffs RHID	2012 Adopted Budget	2012 Proposed Budget
Unencumbered Cash Balance January 1	125,422	0
Receipts:		
Ad Valorem Tax	295,000	352,000
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Interest on Idle Funds		
<b>Total Receipts</b>	<b>295,000</b>	<b>352,000</b>
<b>Resources Available:</b>	<b>420,422</b>	<b>352,000</b>
Expenditures:		
Debt Payment	295,000	352,000
<b>Total Expenditures</b>	<b>295,000</b>	<b>352,000</b>
Unencumbered Cash Balance December 31	125,422	0

Capital Improvement	2012 Adopted Budget	2012 Proposed Budget
Unencumbered Cash Balance January 1	-744,503	-237,597
Receipts:		
Ad Valorem Tax	365,173	345,000
Delinquent Tax		107,000
Motor Vehicle Tax		5,138
Recreational Vehicle Tax		1,938
16/20M Vehicle Tax		65
Rent	400,000	400,000
Interest on Idle Funds		
<b>Total Receipts</b>	<b>765,173</b>	<b>859,141</b>
<b>Resources Available:</b>	<b>20,670</b>	<b>621,544</b>
Expenditures:		
NRP		28,000
<b>Total Expenditures</b>	<b>0</b>	<b>28,000</b>
Unencumbered Cash Balance December 31	20,670	593,544

2012

**Notice of Budget Hearing for Amending the  
2012 Budget**

The governing body of

**City of Junction City**

will meet on the day of Dec. 18, 2012 at 7:00 p.m. at City Hall, 700 Jefferson St, for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall  
and will be available at this hearing.

**Summary of Amendments**

Fund	2012 Adopted Budget			2012 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Library	4.623	782,729	819,400	858,357
Employee Benefits	2.191	370,990	250,595	431,100
Storm Water Fund			666,710	878,500
Special Law Enforcement			166,382	368,382
Bluffs RHID			295,000	352,000
Capital Improvement			0	28,000

Tyler Ficken

Official Title: City Clerk

Page No. 8

2012

**Notice of Budget Hearing for Amending the  
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Library	4.623	782,729	819,400	858,357
Employee Benefits	2.191	370,990	250,595	431,100
Storm Water Fund			666,710	878,500
Special Law Enforcement			166,382	368,382
Bluffs RHID			295,000	352,000
Capital Improvement			0	28,000

Tyler Ficken  
Official Title: City Clerk

**Backup material for agenda item:**

- a. Consideration of Resolution R-2677 concerning residency.

# City of Junction City

## City Commission

### Agenda Memo

December 4, 2012

From: Gerry Vernon, City Manager  
To: City Commission  
Subject: Personnel Policy change - Employee Residency Requirement

**Objective:** Approval of Resolution R-2677 that amends to Section 4.5 of the Personnel Policy concerning residency.

**Explanation of Issue:** Over the last several months the Commission has discussed relaxation of the existing residency policy. The policy was last amended in December, 2011 to require executive staff to live within the corporate limits of Junction City. All other staff is to reside within Geary County.

While Staff prefers consistency concerning personnel regulation, the proposed changes are a result of the previous Commission discussions as well as input from Police Chief Brown and former Fire Chief Steinfort concerning emergency personnel. The attached Resolution includes proposed changes and staff is seeking formal approval of those changes. The Commission may further amend the policy to fit its desires.

**Budget Impact:** There is no budgetary impact to this policy change

**Alternatives:** The Commission may approve, amend, deny or postpone this item.

**Recommendation:** Staff recommends a motion to approve Resolution R-2677 amending the Personnel Policy concerning residency.

**Enclosures:** R-2677 (below)

RESOLUTION R-2677

A RESOLUTION AMENDING THE PERSONNEL POLICY AND GUIDELINES  
MANUAL FOR THE CITY OF JUNCTION CITY

WHEREAS, the City Commission ~~is first and foremost concerned with response times of city employees associated with the delivery of municipal services, is concerned with the employee's right to live where they want and other personal freedoms;~~ and,

WHEREAS, it is in the City's best interest ~~to improve the potential applicant pool to include qualified applicants that do not reside in Junction City or Geary County, to require residency of general city employees in Geary County or Fort Riley to attain reasonable response times;~~ and

WHEREAS, it is also in the City's best interest to require residency of department head level positions ~~to require residency~~ in the corporate city limits to ensure timely and effective delivery of said municipal services; and

WHEREAS, to continue effective emergency service delivery, residency of emergency personnel within a thirty minute response time is in the best interest of the City.

NOW, THEREFORE BE IT RESOVED BY THE CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, THAT

Section 4.5 of the personnel policy and guidelines be amended to state:

**Residency Requirement**

- a. Executive staff must reside within the corporate city limits of Junction City within ninety (90) days of appointment. Executive staff or their equivalents shall be defined as City Manager, Assistant City Manager, Chief Financial Officer, Chief of Police, Fire Chief, Director of Public Works, and Director of Parks and Recreation. Executive staff, who at the effective date of this manual, reside outside the corporate city limits of Junction City but within Geary County, may continue to do so until such time that they relocate into Junction City or leave their position with the city.
- b. ~~Classified and regular part time employees appointed to positions in the municipal service shall live within Geary County or Fort Riley within ninety (90) days of the date of employment. Employees, who at the effective date of this manual, live outside the Geary County limits, may continue to do so. However, if the employee changes residences after the effective date of this manual, the employee is required to reside in Geary County as a condition of their continued employment. Emergency personnel are required to live within a thirty (30) minute response time from their respective headquarters.~~
- c. ~~At the time of appointment, promotion, or transfer, if all other factors are equal, City residents shall be given favorable preference.~~
- d. ~~All employees~~ Executive staff and emergency personnell shall maintain residency within the specified areas during their period of employment. Failure to comply with these requirements shall be considered cause for termination. The City Manager may waive this policy when it is in the best interests of the City.

PASSED AND ADOPTED BY THE GOVERNING BODY OF CITY OF JUNCTION CITY  
THIS 46<sup>TH</sup> DAY OF DECEMBER 20121.

**ATTEST:**

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**Pat Landes, Mayor**

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**Tyler Ficken, City Clerk**

**Backup material for agenda item:**

- b. Discussion and consideration of Section 4.6 of the Personnel Policy concerning Nepotism.

# City of Junction City

## City Commission

### Agenda Memo

December 4, 2012

From: Gerry Vernon, City Manager  
To: City Commission  
Subject: Personnel Policy change - Nepotism

**Objective:** Discussion and consideration to amend Section 4.6 of the Personnel Policy concerning nepotism.

**Explanation of Issue:** City Commissioners Johnson and Taylor have requested that the Commission discuss the nepotism policy for possible amendments or removal. This discussion coincides with Commission discussion on the residency policy. City staff wishes to receive specific direction on: 1.) whether to amend the policy, and 2.) what specific amendments should be proposed. Any proposed changes in the policy will then be placed on the next Commission agenda for consideration.

Changes to the nepotism policy also impact the City's existing policy on Fraternization. Both policies can be found following this document.

#### **4.6 Nepotism**

a. A person in the immediate family of any employee of the City will not be appointed to any position that would:

(1) Create either a direct or indirect supervisor subordinate relationship with a family member; or

(2) Create either an actual conflict of interest or the appearance of a conflict of interest.

b. The City will make efforts to reassign or transfer employees affected by this policy. However, the feasibility and best interests of the City will be the first consideration in such matters.

c. If a reassignment or transfer cannot be provided, affected employees will have five (5) working days to determine which employee will resign. If a decision cannot be  
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made by the affected employees or the employees request to defer such a decision, the City Manager will make the decision based on factors that are in the best interests of the department and the City.

d. The State of Kansas, as well as the City, recognizes “Common Law” marriage. Employees living under common law marriage will be affected by this policy.

e. When it is in the best interest of the City, the City Manager may waive this policy.

f. A definition of immediate family may be found in Section 16: Definition of Terms.

#### **10.14 Fraternization/Personal Relationships**

The City of Junction City recognizes that social relationships develop between employees from time to time. For purposes of this policy, a personal relationship is defined as a relationship that is a dating or romantic consensual relationship. Employees are encouraged to keep all aspects of personal relationships with any co-worker out of the workplace. This policy applies to all City employees (full time, part time, seasonal). Work related problems that occur in full or in part due to personal relationships with coworkers, will be addressed in the same manner as any performance issue. Although such personal relationships are a matter of personal choice and privacy between the employees involved, the City will not tolerate any adverse effect that such a relationship may have in the workplace. Any such relationship will be considered to have an adverse effect in the workplace if:

1. The employees involved have a direct or reporting relationship (supervisory) to each other or

2. It reasonably interferes with or adversely affects either employee’s work performance, objectivity, judgment, professionalism, City reputation or ability to conduct himself or herself in an appropriate manner, or

3. It reasonably interferes with or adversely effects the work environment of other employees, or

4. The relationship between the employees creates a conflict of interest (see definition below), or

5. It results in harassment. In such cases, the City will take appropriate action to resolve the matter (see Anti-Harassment Policy, Section 10.10).

In some cases, appropriate disciplinary action, up to and including termination, against one or both employees involved may be imposed.

A conflict of interest is defined as any activity or association (relationship) that creates or appears to create a conflict between the employee’s personal interests and the business of

the City of Junction City. A conflict of interest is inherent in a personal relationship when one of the participants is in a position to recommend or decide any matter that may affect benefits, evaluations, compensation, or any term or condition of employment of the other participant. Such situations or perceptions may interfere with the City's obligation to provide equal employment opportunity and in some instances, may constitute harassment and/or sex discrimination.

The City Manager, Department Heads and Supervisors at all levels are responsible for:

1. Knowing and complying with the provisions of this policy.
2. Maintaining a workplace free of harassment and discrimination.
3. Implementing appropriate action for failure to comply with the provisions of this policy.
4. Reporting employees', or their own, involvement in a personal relationship to the appropriate authority in their chain of command.

All employees are responsible for:

1. Knowing and complying with the provisions of this policy.
2. Maintaining a workplace free of harassment and discrimination.

66

3. Reporting employees', or their own, involvement in a personal relationship to the appropriate authority in their chain of command.

Reporting Procedures

1. Employees in a personal relationship must report it to their immediate supervisor or to the appropriate authority in their chain of command within thirty (30) days to ensure that all potential conflicts of interest have been adequately addressed. The Department Head then consults with the City Manager and the Administrative Services Director.
2. The Department Head and the Administrative Services Director addresses, in writing, how the situation is to be handled to eliminate any conflict of interest. A copy is to be filed in each affected employee's personnel file.
3. Failure to report or resolve such matters may result in disciplinary action.

The City's Nepotism Policy (Section 4.6) will be followed if two employees become related while they are employed by the City.

All reports remain confidential, but may be disclosed as evidence in the process of possible related conflict of interest, harassment or discrimination complaints.

**Backup material for agenda item:**

- a. Consideration to approve the amendment to Jupiter, Kansas Inc. lease to provide needed gap financing to the company through 2013.

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

December 4, 2012

From: Gerry Vernon, City Manager  
To: City Commission  
Subject: Jupiter Lease Agreement Amendments

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**Objective:** Voting to approve this second proposed amendment to Jupiter, Kansas Inc. lease will provide needed gap financing to the company through 2013. The proposed amendments will assist the company to remain open (at a reduced level) through an economic downturn in the wind energy business. The amount of this proposal totals \$11,000.00.

**Explanation of Issue:** Mads Kragelund, Jupiter Project Manager approached the City Commission on November 6, 2012 with a proposed reduction in future rent payments in combination with a waiver in property tax. The original request totaled \$42,000.00. The Commission declined on the original proposal and instructed staff to renegotiate for reduced rents only.

Staff re- negotiated the attached amendment with only the reduction in the monthly lease payments from \$5,000.00 to \$4,000.00 per month and is bringing this item before the Commission for re-consideration. These incentives represent an \$11,000.00 reduction in revenue to the City. Jupiter continues to offer the release the City from work (filling a pit in the north building) in the original agreement. Mr. Kragelund will be in attendance to answer questions and address concerns of the Commission.

**Recommendation** – Staff recommends passage of the lease amendments or at the very least some negotiated version of the attached proposal.

**FIRST LEASE AMENDMENT**

**THIS FIRST LEASE AMENDMENT "Amendment"** is made December \_\_, 2012, by and between the **City of Junction City, Kansas** ("Landlord"), and **Jupiter Kansas, Inc.**, a Kansas corporation ("**Tenant**").

This Amendment is made with reference to the following facts and objectives:

A. Landlord and Tenant entered into a written lease dated June 15, 2010 (as amended by this First Lease Amendment, the "**Lease**"), in which Landlord leased to Tenant and Tenant leased from Landlord premises located at 2618 Mid-America Drive, Junction City, Kansas 66441 (the "**Premises**") for a term commencing August 1, 2010 and ending July 31, 2013.

B. Landlord and Tenant desire to make certain amendments to the Lease.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Estoppel and Release.** Tenant acknowledges that the Lease is in full force and effect, that Tenant does not have any presently existing claims against Landlord or any offsets against rent due under the Lease, and that there are no (i) defaults of Landlord under the Lease, or (ii) existing circumstances under which with the passage of time, or notice, or both, would give rise to a default by Landlord under the Lease. Tenant releases, discharges and waives any claims, known or unknown, against the Landlord, its successors, assigns, officers or agents, arising out of or in any way connected with the Lease through the date hereof, including, but not limited to, the Landlord Work, subject only to any warranty obligations of the contractor to the Landlord relating to roof repairs. Tenant has not directed Landlord to perform item 8 of the Landlord Work, described as "fill the Pit on the Premises and cover same with concrete." Tenant hereby waives and releases any obligation of Landlord to complete item 8. Tenant further agrees that if Tenant desires to perform item 8, such work will be done at Tenant's sole expense, Tenant will notify Landlord in advance, and Landlord must approve the plans and materials for such work.

2. **Rent Reduction.** Notwithstanding anything to the contrary contained in the Lease, provided that Tenant is not in default under the Lease during the remainder of the Term ending July 31, 2013, Landlord agrees to reduce the Rent for the eleven month period commencing September 1, 2012 through July 31, 2013 from \$5,000 per month to \$4,000.00 per month (\$11,000 aggregate reduction).

3. **Effectiveness of Lease.** Except as set forth in this First Lease Amendment, all of the provisions of the Lease shall remain unchanged and in full force and effect.

4. **Binding Effect.** This First Lease Amendment binds and inures to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Lease Amendment to be effective as of the day and year first above set forth.

**LANDLORD:**

**CITY OF JUNCTION CITY, KANSAS**

By: \_\_\_\_\_  
Pat Landes, Mayor

**Tenant:**

**JUPITER KANSAS, INC.  
a Kansas corporation**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Tyler Ficken  
City Clerk

**Backup material for agenda item:**

- b. Consideration of Case No. Z-11-01-12, request of Joe Teeter, owner, to rezone property at 709 North Madison Street from "CN" Neighborhood Commercial District to "CSP" Special Commercial District.



## JUNCTION CITY/GEARY COUNTY METROPOLITAN PLANNING COMMISSION BOARD OF ZONING APPEALS



### STAFF REPORT

November 6, 2012

**TO:** Metropolitan Planning Commission / Board of Zoning Appeals

**FM:** David L. Yearout, AICP, CFM, Director of Planning and Zoning

**SUBJECT:** Z-11-01-12 – Application by Joe Teeter, owner, requesting to rezone from “CN” Neighborhood Commercial to “CSP” Special Commercial District, property located at 709 North Madison Avenue, Junction City, Kansas.

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This is the request of Joe Teeter, owner, to rezone his property at 709 North Madison Street from “CN” Neighborhood Commercial to “CSP” Special Commercial District. This is an existing commercial building on a small lot that fronts Madison Street just south of the alley. Another commercial building sits at the northeast corner of 7<sup>th</sup> and Madison. This property has been zoned “CN” Neighborhood Commercial since at least 1975 and, until recently, was used as a business office for Mr. Teeter. Business and professional office uses are permitted by right in the “CN” zoning district. However, the use was converted to a dog grooming business within the past year and when the operator wished to expand some of the operations, the discrepancy in the zoning classification was discovered.

This property, and the property to the south, are the only properties north of 7<sup>th</sup> Street that are zoned and used commercially from the Post Office west to Garfield. Additionally, as the MPC will recall, a number of residential properties along the south side of 7<sup>th</sup> Street were rezoned to “RM” Multiple Family Residential within the past year in order to make the zoning classification conform to the use. As a general rule, staff believes strongly in having property zoned consistently with how it is used, unless the use is clearly out of character with the neighborhood.

In this case, the use as an office was established for a long time. The conversion to a dog grooming use is not out of character with the neighborhood and could be argued as more consistent a use than some of the other permitted uses in the “CN” district. Regardless, the current regulations require the “CSP” Special Commercial District at a minimum to operate the dog grooming business. This is the zoning classification of the properties along 6<sup>th</sup> Street to the south and will allow the new use to operate legally.

**Staff Recommendation:** Staff believes this request is reasonable and does not cause any harm to the neighborhood. The list of permitted uses will be expanded; however the size of the building and the size of the lot preclude virtually any use that could be problematic. Therefore, Staff recommends the request of Joe Teeter, owner, to rezone his property at 709 North Madison

Street from “CN” Neighborhood Commercial to “CSP” Special Commercial District be recommended for approval for the reasons stated above.

**Suggested Motion:**

I move that Case No. Z-11-01-12, concerning the request of Joe Teeter, owner, to rezone his property at 709 North Madison Street from “CN” Neighborhood Commercial to “CSP” Special Commercial District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing.

**JUNCTION CITY/GEARY COUNTY  
METROPOLITAN PLANNING COMMISSION  
BOARD OF ZONING APPEALS**

**MINUTES**

**November 8, 2012  
7:00 p.m.**

**Members  
(Present)**

Brandon Dibben  
Mike Ryan  
John Moyer  
Ken Mortensen  
Chuck Mowry  
Mike Watson

**Members  
(Absent)**

Maureen Gustafson

**Staff**

David Yearout  
Shari Lenhart

**1. CALL TO ORDER & ROLL CALL**

Vice-Chair Mortensen called the meeting to order at 7:00 p.m. and noted all members present except Commissioner Gustafson. A quorum was declared.

**2. APPROVAL OF MINUTES**

Commissioner Moyer moved to approve the minutes of the September 20, 2012, meeting as presented. Commissioner Watson seconded the motion and it passed unanimously.

**3. OLD BUSINESS - None**

**4. NEW BUSINESS**

**Item No. 1 – Case No. FP-11-01-12 – Final Plat for Helland Property, to the City of Junction City, Kansas.**

Vice-Chair Mortensen opened the discussion on the request of Kaw Valley Engineering, agent, on behalf of the City of Junction City, owner, requesting final plat approval of the Helland Property, containing 53.40 acres, more or less; located at the northwest corner of Rucker Road and 8<sup>th</sup> Street, and asked for the staff report.

Mr. Yearout stated the area is currently used as a passive park and volunteers have developed a hiking trail. The City currently has no specific plans for construction of any structures; however, the platting process will allow issuance of building permits if future development occurs. Mr. Yearout stated the plat will grant a total of 150-foot right-of-way along 8<sup>th</sup> Street to accommodate any plans for sidewalks, access to privately

owned property to the West, and the impact the proposed interchange improvement at US-77 and 8<sup>th</sup> Street.

Mr. Yearout stated staff recommends the plat place access controls along 8<sup>th</sup> Street and Rucker Road to control access points in the event the property is abandoned as a park in the future and a private party sought to develop the land. Also, the lines denoting the floodplain need to be labeled. He indicated staff recommends approval of the plat subject to these two issues.

In response to the question as to why the additional right-of-way along 8<sup>th</sup> Street, Mr. Yearout explained the additional right-of-way will allow all necessary adjustments to the roadway and access to adjoining properties once the improvements to 8<sup>th</sup> Street and the redevelopment of the interchange between K-18 and US 77 are made. This will also allow right-of-way for access to the old quarry property to the west in the event development occurs at that location.

Commissioner Mowry asked why staff is recommending access limitation along 8<sup>th</sup> Street and Rucker Road. Mr. Yearout stated the property may cease to be a park in the future and if residential development were to occur, this limitation will alleviate requests for individual driveways.

There being no further questions of staff, Vice-Chair Mortensen opened the meeting for discussion by the public.

Leon Osbourn, Kaw Valley Engineering, stated he was in concurrence with the staff recommendations and would be happy to answer any questions of the Commission.

There being no further questions of Mr. Osbourn, Vice-Chair Mortensen closed the public discussion and called for a motion from the Commission.

Commissioner Dibben moved that Case No. FP-11-01-12, concerning the request of Kaw Valley Engineering, agent, on behalf of the City of Junction City, owner, requesting final plat approval for the Helland Property, be approved as submitted with the changes noted in the staff report and as identified at this meeting; that the Chairman and Secretary be authorized to sign the final plat; and it be forwarded to the City Commission of the City of Junction City, Kansas, for approval and acceptance of the dedications shown thereon. Commissioner Moyer seconded the motion and it passed unanimously.

**Item No. 2 – Case No. Z-11-01-12 – Public Hearing to rezone property at 709 North Madison.**

Vice-Chair Mortensen opened the public hearing on the application of Joe Teeter, owner, requesting to rezone from “CN” Neighborhood Commercial District to “CSP” Special Commercial District the property located at 709 North Madison, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated this property has been zoned “CN” Neighborhood Commercial back as far as 1975 and was used as a business office by Mr. Teeter, which was a permitted

use. After Mr. Teeter closed his business, he leased the property to the current tenant as a dog grooming business. When the tenant inquired about expanding the business, the zoning classification for the new use was determined to not be a permitted use. At a minimum, a dog grooming business requires the "CSP" Special Commercial District.

Mr. Yearout stated staff strongly believes in having property zoned to be consistent with its use, unless the use is clearly out of character with the neighborhood. In this instance, staff believes the conversion of the building to a dog grooming business is not out of character with the neighborhood. The size of the building and lot virtually preclude any potential problematic use allowed in the "CSP" District. This business has been located in the building for several months and no complaints have been received from anyone. In addition, the properties along 6<sup>th</sup> Street have the "CSP" District classification.

Mr. Yearout concluded that staff recommends approval of Mr. Teeter's request based on the reasons stated in the staff report.

Commissioner Moyer asked how the property to the south of this building that fronts on 7<sup>th</sup> Street is zoned. Mr. Yearout stated it would remain zoned "CN" Neighborhood Commercial. The present dental office use is a permitted use and there is no reason to change the current district classification.

There being no further questions of staff, Vice-Chair Mortensen opened the hearing for public comment.

Mr. Joe Teeter, owner, stated he was unaware the dog grooming business was not allowed until notified. Since that time, he has been working with Mr. Yearout to get the correct zoning. He asked if the Commission had any questions.

There being no further questions or other appearances, Vice-Chair Mortensen closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. Z-11-01-12, concerning the request of Joe Teeter, owner, to rezone his property at 709 North Madison Street from "CN" Neighborhood Commercial to "CSP" Special Commercial District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Moyer seconded the motion and it passed unanimously.

## **RECESS AS THE METROPOLITAN PLANNING COMMISSION AND CONVENE AS THE BOARD OF ZONING APPEALS.**

Vice-Chair Mortensen declared the Metropolitan Planning Commission recessed and convened as the Board of Zoning Appeals. He stated his employer has business dealings with some of the following cases, but it will not affect his decision-making.

5. **OLD BUSINESS - None**
6. **NEW BUSINESS**

**Item No. 1 – Case No. BZAA-11-01-12 – Public Hearing appealing the decision of the Junction City-Geary County Zoning Administrator.**

Vice-Chair Mortensen opened the public hearing on the application of Susan Davis, agent, for Thomas D. Slick, owner, appealing the decision of the Junction City-Geary County Zoning Administrator for placement of a residential-designed manufactured home at 1205 Hoover Road, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that in April of this year the double-wide, mobile home on this property burned to the ground. It was a “grandfathered” mobile home under the Geary County Zoning Regulations and the loss from the fire negated the “grandfather” status under any Zoning Regulations. This property is in the County, but surrounded by the City of Junction City. In May of this year, Robert Davis, the contract buyer and occupant of the mobile home, came into the Planning and Zoning office to inquire about putting another manufactured home on the property. Staff explained to Mr. Davis the new home must meet Geary County regulations regarding placement of a manufactured home. It must be a “residential designed manufactured home”, 1994 or newer, placed on a permanent foundation with a masonry curtain wall around the perimeter to give the appearance of a site-built home. Staff also advised Mr. Davis the property is located in a floodplain and must meet FEMA elevation requirements. At that time, Mr. Davis did petition to have the property annexed into the City for the main purpose of being able to connect to City water.

Mr. Yearout stated that several months passed with no contact until Thomas Slick, property owner of record, and Susan Davis, agent for Mr. Slick, made numerous visits to the Planning and Zoning office attempting to secure a building permit to place a manufactured home on the property. Ms. Davis indicated the desire to put a new double-wide, manufactured home on the property, but just block and skirt it in the manner the previous mobile home was placed and in the same manner placement would be made if this were a manufactured home park. Staff explained the governing regulations for placement of a residential-design manufactured home outside a manufactured home park on an individual lot, the requirements for construction in a floodplain, and the need to meet the County Sanitation Code administered by the County Health Department.

Initially, Ms. Davis asked for a variance in order to just block and skirt the manufactured home and elevate it to the same height as the previous home. Staff informed her based on the guidelines set out by State Statute governing the Board of Zoning Appeals they would not have the authority or jurisdiction to override the requirements of the Zoning Regulations because all the “hardships” are created by the applicant. Mr. Yearout stated that Ms. Davis has been very upset about the requirements and his interpretation; therefore, this matter is considered an appeal of his decision in refusing to issue a building permit in the manner requested.

Staff strongly recommends the appeal by denied. All of the requested adjustments from the regulations, as set out above and delineated in greater detail in the staff report, are simply a desire of the applicant to replace the destroyed home with another one and not be required to meet existing regulations. Staff has not interpreted the

regulations any differently for this individual than for any other property owner in Geary County wishing to place a manufactured home. Staff cannot approve a building permit for placement of a home within a floodplain unless the elevation and any other FEMA regulations, and/or Geary County Building/Zoning Codes and County Health Department requirements are met.

Brief discussion ensued between Commissioners and staff for clarification and additional information relative to floodplain issues. Mr. Yearout stated that he and Mark Karmann, Code Enforcement Inspector, have both reviewed placement requirements of the home with Ms. Davis; however, she continues to disagree. Commissioner Dibben asked if the same requirements apply to property within the City limits. Mr. Yearout stated they would.

There being no further discussion, Vice-Chair Mortensen opened the hearing for public comment.

Susan Davis, 4617 K-157 Hwy, stated she is the agent for Tom Slick, owner of the property. She stated there was a manufactured home at this location to begin with and they want to replace it with a new one in the same manner as was there before. She stated she does not understand why they are not able to do that. She felt she was applying for a variance and did not understand what had changed.

Mr. Yearout reviewed the history of this case again and explained the appeal was the only way the case could be heard.

Ms. Davis attempted to claim the new home was within her interpretation of replacement of a "nonconforming structure" because it was not more than 50% above the previous value. The staff and Board explained the nonconforming status was lost if the structure was damaged more than 50% of its value. In this case, the loss was complete, so there was a 100% loss and all new construction would have to comply with the requirements.

Ms. Davis stated she was told by Mark Karmann, Code Enforcement Officer, there would be no problem getting a building permit for this new home. She stated the first problem encountered was the type of skirting required around the home. She said they originally only wanted to skirt the home and not build a curtain wall, but they have agreed to comply with the requirement. The second is the elevation certificate requirement, which requires 5 feet of fill before placement of the home. She stated she has obtained that certificate, but the requirements are costing more money than anticipated. The third problem is the requirement to hook up to the City sewers. They had anticipated using the same septic system but had been told that might not be possible. Finally, she stated that if this decision is going to be tonight she would like to have it continued for additional council.

Lisa Davies, County Health Department, stated she had not had much discussion on this with the owners until last week. Ms. Davies explained the Sanitation Code requires that if a septic system fails or is required to be evaluated for a new home and City sewer is available within 400 feet, the property owner must connect to the City sewer unless it is not feasible. Ms. Davies said an on-site inspection would have to be done, but that may be a waste of time and money if the site is going to be connected to city

sewers. There are no records of the system at the County. The owners say the septic tank was pumped a few years ago, but there are no records of that.

Kenneth Dunham, 1324 Hoover Road, stated he was there when the house burned. He stated he has visited with Mr. Yearout and found out that if his home is destroyed, he would not be allowed to have a basement because of being in a floodplain. Mr. Dunham stated he thought this should be grandfathered. There are many people in the floodplain who could not rebuild on a basement if their homes were destroyed by a tornado.

There being no further appearances, Vice-Chair Mortensen closed the public hearing.

Commissioners asked if they have the authority to grant a property in the floodplain a "grandfather" status. Mr. Yearout stated that his opinion is it cannot.

Mr. Yearout stated that Mr. Davis was in last spring and all the requirements to replace the destroyed home were explained in detail. Mr. Davis submitted a written request for the City to annex the property at that time so he could connect to city water. Staff heard nothing more from Mr. Davis, or anyone else, about the proposed construction until late summer when Susan Davis came into the office. Ms. Davis wanted to put the home back like it was before, on blocks and skirting the home. Mr. Yearout noted he does not have the authority to do that. Staff believes Ms. Davis thought she was requesting a variance, but a variance is not an option. This can only be considered as an appeal from the Zoning Administrator's decision.

Mr. Yearout noted the only outstanding issue is whether the on-site septic system can be used or the landowner will be required to connect to the city sewer. This issue depends on having an inspection by Lisa Davies and a determination of the cost to connect to the city sewer. The preliminary cost estimates were just delivered today from Kaw Valley Engineering and given to the City Manager, but he has not had time to evaluate the issue. Once that question is resolved, staff is prepared to issue building permits.

Commissioner Moyer asked if Mr. Yearout could issue a building permit. Mr. Yearout stated he was barred from doing so until a decision is made on Ms. Davis' appeal. In addition, Mr. Yearout noted for the record that Mr. Karmann never told anyone a permit could be issued on this property and would be happy to appear before the Board to confirm that fact.

Commissioner Watson asked Ms. Davis if she wanted a continuance.

Ms. Davis stated she simply wanted to be able to have the home placed on the property.

Mr. Yearout stated a continuance would delay that further and he recommended the Board act on the application.

Vice-Chair Mortensen stated he agreed the house must meet the requirements. He suggested the case be denied and they can then move on.

Commissioner Mowry moved that Case No. BZAA-11-01-12, the application of Susan Davis, agent, for Thomas D. Slick, owner, to appeal a decision of the Zoning Administrator restricting placement of a manufactured home at 1205 Hoover Road, Junction City, Kansas, be denied based on the findings in the staff report and as heard at this hearing and that, if the residential designed manufactured home is permitted to be placed, it must comply with all requirements of the Geary County Zoning Regulations, Geary County Manufactured Home Code and Geary County Sanitation Code. Commissioner Watson seconded the motion and it passed unanimously.

**Case No. 2 – Case No. BZACU-11-01-12 – Public Hearing for a Conditional Use Permit to Expand Westar Substation.**

Vice-Chair Mortensen opened the public hearing on the application submitted by Westar Energy, leaseholder, requesting a Conditional Use Permit to expand its substation in the “RM” Multiple Family Residential District on property located at 1703 St. Mary’s Road, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated the substation expansion would be on land owned by The Bluffs apartment complex. An easement encumbers this land for the overhead electric transmission line owned by Westar. The applicant has indicated the substation expansion into the transmission line easement will cause no problems. Mr. Yearout reviewed the standards and staff’s assessment as outlined in detail in the staff report on this case. The submitted plans indicate construction of a masonry wall on the south, east and west sides of the expansion on the Bluffs property. Staff has no other conditions to recommend on this case.

Mr. Yearout concluded by stating it is staff’s belief this expansion is warranted and in the best interest of the community. Based on the findings outlined in the staff report, it is Staff’s recommendation the Conditional Use Permit be granted as requested.

There being no questions of staff, Vice-Chair Mortensen opened the meeting for public comment.

Allyson Wetter, 818 South Kansas Avenue, Topeka, agent for Westar, informed the Board it is necessary to rebuild the substation in order to put in new equipment that will provide additional power and more reliable electric service to the region. Ms. Wetter confirmed that the expanded substation yard will be rock like the existing facility is now. The south, east and west fence line will be a solid pre-cast concrete wall to provide screening between the substation and the Bluffs. As Mr. Yearout pointed out, the substation expansion will be in the Westar easement for the transmission line. Westar is utilizing space that cannot be developed for any other purpose. The remaining area will stay as green space. As proposed, the substation expansion will provide additional and more reliable power to Junction City and surrounding communities with minimal impact to the area.

In response to questions, Ms. Wetter stated the general service area is west and north of I-70; and the masonry wall will extended a short distance north on the east and west ends.

There being no further questions or discussion from the public, Vice-Chair Mortensen closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. BZACU-11-01-12, the application of Westar Energy, leaseholder, requesting a Conditional Use Permit to expand an existing electric substation into the "RM" Multiple Family Residential District at 1703 St. Mary's Road, Junction City, Kansas, be approved as recommended by staff, based on the findings in the staff report and as heard at this public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

**Case No. 3 – Case No. BZACU-11-02-12 – Public Hearing for a Conditional Use Permit to allow a tattoo studio.**

Vice-Chair Mortensen opened the public hearing on the application filed by Russell Bishop, agent, for Storage Properties, Inc., owner, requesting a Conditional Use Permit to allow a tattoo studio in the "CS" Service Commercial District at 546-548 Grant Avenue, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated this location has been used in the past for other businesses. A lease agreement with the owner for the tattoo studio has been reached, subject to zoning approval. This request is within the authority of the Board to approve as a Conditional Use Permit, subject to the guidelines in the zoning regulations, which have been set out in detail in the staff report. State Statutes dictate that all tattoo studio operators must have a state license, which the applicant has.

As outlined in the staff report, staff believes this request is reasonable and will cause no problems to the neighborhood and recommends the Conditional Use Permit be granted as requested.

There being no questions of staff, Vice-Chair Mortensen opened the meeting for public comment.

Mr. Russell Bishop, 9901 Nemaha Road, Oskaloosa, Kansas, agent, stated he has been in business since 1993 in Overland Park and expanded to Lawrence in 1995. He believes the growth in Junction City, coupled with the military post next door, means this community to be an excellent location for his business. The building will accommodate two tattoo artists and one body piercer. The hours of operation will be from 12 noon through 8 p.m., Tuesday through Saturday, closed on Sunday and Monday. Mr. Bishop stated he and his wife are licensed by the Kansas Board of Cosmetology. He indicated they helped build the current state law establishing licensing requirements, including extensive educational standards, to become a tattoo artist. The demand has changed to clients desiring custom artistic tattoos, which are expensive. Mr. Bishop concluded by saying they have visited with the other three businesses in the building and none had any objection to the idea of a tattoo/body piercing studio.

There being no other appearances, comments, or questions of Mr. Bishop or staff, Vice-Chair Mortensen closed the public hearing and called for a motion.

Commissioner Ryan moved that Case No. BZACU-11-02-12, the application of Russell Bishop, agent, for Storage Properties, Inc., owner, requesting a Conditional Use Permit to allow a tattoo studio in the "CS" Service Commercial District at 546-548 Grant Avenue, Junction City, Kansas, be approved as recommended by staff and based on the findings in the staff report and as heard at this hearing. Commissioner Watson seconded the motion and it carried unanimously.

## **ADJOURN AS BOARD OF ZONING APPEALS AND RECONVENE AS METROPOLITAN PLANNING COMMISSION**

Vice-Chair Mortensen declared the Board of Zoning Appeals recessed and convened as the Metropolitan Planning Commission.

### **7. GENERAL DISCUSSION**

#### **Item No. 1 – Update on status of MPO – Status of the creation of the MPO.**

Mr. Yearout reported the agreement has been agreed to that the Metropolitan Planning organization would include Junction City and a portion of Geary County. It has also been agreed the operation will be housed with the Flint Hills Regional Council, which is consistent with the position of both the City Commission and the County Commission. The details in the formal agreement are being negotiated and the operation is expected to be formally established very soon. Staff will keep the MPC advised on this issue.

#### **Item No. 2 – Zoning Regulations – Churches and Schools**

Mr. Yearout reviewed his report on the proposed changes to the Junction City Zoning regulations concerning how churches and schools are addressed. As stated in the staff report, staff is recommending placing the proposed amendments as a public hearing at the December meeting showing the changes that a Special Use Permit will be required for churches and schools. Not all zoning districts will allow these uses and there will be some other uses that will need to be included in that process based on size of assembly in order to remain within the spirit and intent of the Religious Land Use and Institutionalized Persons Act. The staff report gave the general language proposed and staff will finalize the language recommended at the public hearing.

The Commission members agreed with the proposal and felt this issue had been discussed at length by the MPC. Commissioner Ryan made a motion to set this matter at a public hearing at the December, 2012, meeting. Commissioner Watson seconded the motion and it carried unanimously.

### **8. ADJOURNMENT**

Vice-Chair Mortensen declared the meeting adjourned at 8:23 p.m.

**PASSED AND APPROVED this \_\_\_\_\_ day of December, 2012.**

MPC/BZA Agenda  
November 8, 2012

**Maureen Gustafson, Chair**

**ATTEST:**

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**David L. Yearout, Secretary**



# City of Junction City

## City Commission

### Agenda Memo

December 4, 2012

**From:** David L. Yearout, AICP, CFM, Director of Planning and Zoning

**To:** City Commission & Gerry Vernon, City Manager

**Subject:** Case No. Z-11-01-12 – Request of Joe Teeter, owner, requesting to rezone from “CN” Neighborhood Commercial to “CSP” Special Commercial District, property located at 709 North Madison Avenue – (S-3114)

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**Issue:** Consideration of the application by Joe Teeter, owner, requesting to rezone from “CN” Neighborhood Commercial to “CSP” Special Commercial District, property located at 709 North Madison Avenue.

**Explanation of Issue:** This property has been converted from an office building for a contractor to a dog grooming business, which requires a change in zoning. The owner applied for the rezoning once it was learned of the required change. The Metropolitan Planning Commission held a public hearing on November 8, 2012, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted.

**Alternatives:** In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a rezoning application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby rezoning the property subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and not rezone the property.

**Special Considerations:** No one spoke in favor or in opposition to the proposed change.

**Staff Recommendation:** Accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3114, an ordinance rezoning from “CN” Neighborhood Commercial District and “CSP” Special Commercial District numerous properties located at 709 North Madison Street, Junction City, Kansas, as identified in said ordinance.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:**

MPC Minutes of November 8, 2012  
Staff Report  
Ordinance S-3114

**ORDINANCE NO. S-3114**

**AN ORDINANCE RELATING TO REZONING CERTAIN PROPERTY FROM THE NEIGHBORHOOD COMMERCIAL DISTRICT (CN) TO THE SPECIAL COMMERCIAL DISTRICT (CSP), ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.**

**WHEREAS, application has been made by the Joe Teeter, owner, to rezone certain property within the City of Junction City, Kansas; and,**

**WHEREAS, proper notice has been given by publication of legal notice and by mailed notice to surrounding property owner in conformance with K.S.A. 12-757; and,**

**WHEREAS, the Junction City/Geary County Metropolitan Planning Commission held a public hearing on the application on November 8, 2012, and, by a majority vote of members present, recommended the property in question be rezoned;**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:**

**Section 1. That the property located at 709 North Madison Street in the City of Junction City, Geary County, Kansas, and described as follows:**

**DESCRIPTION:**

The north 34 feet of Lots 11 and 12, Block 19 of the Junction City Addition to the City of Junction City, Kansas.

**be, and the same is, hereby ordered rezoned from its present classification of Neighborhood Commercial District (CN) to Special Commercial District (CSP) as provided in K.S.A. 12-757.**

**Section 2. The Zoning Administrator of the City of Junction City, Kansas is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City in his custody and to show the property herein described to be zoned as Special Commercial (CSP).**

**Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.**

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

\_\_\_\_\_  
**PAT LANDES, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**TYLER FICKEN, CITY CLERK**

**Backup material for agenda item:**

- c. Consideration of Case No. FP-11-01-12, the final plat approval of the Helland Addition to the City of Junction City, Kansas.

# City of Junction City

## City Commission

### Agenda Memo

December 4, 2012

**From:** David L. Yearout, AICP, CFM, Director of Planning and Zoning

**To:** City Commission & Gerry Vernon, City Manager

**Subject:** Case No. FP-11-01-12, Final Plat – Helland Addition

**Issue:** Consideration of approval of the Final Plat of the Helland Addition to the City of Junction City, Kansas

**Explanation of Issue:** This is the request of Kaw Valley Engineering, agent, for the City of Junction City, owner, to plat the Helland property as the Helland Addition to Junction City. The property is presently used as a passive park. The property is presently zoned "RS" Suburban Residential and the use is consistent with the zoning.

The Metropolitan Planning Commission considered this request at its November 8, 2012, meeting and by unanimous vote of the members present approved the Final Plat of the Helland Addition to the City of Junction City, Kansas. A copy of the staff report is attached, as well as a copy of the plat.

**Alternatives:** In accordance with K.S.A. 12-752, for the Final Plat to be approved for recording with the Register of Deeds the City Commission must approve the plat, thereby accepting the dedications granted thereon.

**Staff Recommendation:** Approve the Final Plat of the Helland Addition and authorize the Mayor and City Clerk to sign accordingly.

#### **Suggested Motion:**

Commissioner \_\_\_\_\_ moved that the Final Plat of the Replat of Stone Ridge Manor Addition to the City of Junction City, Geary County, Kansas, be approved, the Mayor and City Clerk be authorized to sign the plat accepting the dedications thereon.

Commissioner \_\_\_\_\_ seconded the motion.

#### **Enclosures:**

Copy of Minutes of the November 8, 2012, meeting  
Copy of Staff Report



# JUNCTION CITY/GEARY COUNTY METROPOLITAN PLANNING COMMISSION BOARD OF ZONING APPEALS



## STAFF REPORT

November 8, 2012

**TO:** Metropolitan Planning Commission / Board of Zoning Appeals

**FM:** David L. Yearout, AICP, CFM, Director of Planning and Zoning

**SUBJECT:** FP-11-01-12 – Request of Kaw Valley Engineering, agent, on behalf of the City of Junction City, owner, requesting final plat approval for the Helland Property.

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This is the request of Kaw Valley Engineering, agent, on behalf of the City of Junction City, owner, requesting final plat approval for the Helland Property. This plat is being done to formally establish the lot for the park property and to provide additional right-of-way along 8<sup>th</sup> Street. This property contains 53.4 acres of land.

The plat creates only a single lot, which is owned by the City and is being used as a passive park known now for its hiking trail developed by volunteers. There are no specific plans for construction of any structures at this time, but future plans may evolve to include other uses and the platting will allow building permits to be issued in conformance with the provisions of the City rules and regulations.

Please note that an additional 150 feet of right-of-way along the north side of 8<sup>th</sup> Street is being granted with this plat. According to Kaw Valley Engineering, this additional right-of-way is necessary to provide adequate room for all potential future plans for improvements along 8<sup>th</sup> Street and in connection with the reconstruction of the interchange at K18 and US 77. Additionally, this right-of-way will accommodate any plans for future sidewalks and allow access to the privately owned parcel to the immediate west, which will also be impacted from future right-of-way needs for the Highway improvements.

There are only a couple of issues concerning this proposed plat, and the recommended actions are as follows:

1. Staff believes there may need to be access limitations along 8<sup>th</sup> Street and Rucker Road noted on the plat even though the grade precludes much access. This would be done to resolve any debates or questions raised in the future.
2. The lines denoting the outer limits of the floodplain on the property need to be properly labeled. The only notation is the Flood Zone designation.

**Staff Recommendation:** Staff recommends the request of Kaw Valley Engineering, agent, on behalf of the City of Junction City, owner, requesting final plat approval for the Helland Property, be approved provided the changes outlined above have been addressed and presented to the MPC in a satisfactory condition. Otherwise, staff recommends this case be continued to the December meeting for the final preparation of the appropriate documents.

**Suggested Motion:**

I move that Case No. FP-11-01-12, concerning the request of Kaw Valley Engineering, agent, on behalf of the City of Junction City, owner, requesting final plat approval for the Helland Property, be approved as submitted with the changes noted in the staff report; the Chairman and Secretary be authorized to sign the final plat; and it be forwarded to the City Commission of the City of Junction City, Kansas, for approval and acceptance of the dedications shown thereon.

**JUNCTION CITY/GEARY COUNTY  
METROPOLITAN PLANNING COMMISSION  
BOARD OF ZONING APPEALS**

**MINUTES**

**November 8, 2012  
7:00 p.m.**

**Members  
(Present)**

Brandon Dibben  
Mike Ryan  
John Moyer  
Ken Mortensen  
Chuck Mowry  
Mike Watson

**Members  
(Absent)**

Maureen Gustafson

**Staff**

David Yearout  
Shari Lenhart

**1. CALL TO ORDER & ROLL CALL**

Vice-Chair Mortensen called the meeting to order at 7:00 p.m. and noted all members present except Commissioner Gustafson. A quorum was declared.

**2. APPROVAL OF MINUTES**

Commissioner Moyer moved to approve the minutes of the September 20, 2012, meeting as presented. Commissioner Watson seconded the motion and it passed unanimously.

**3. OLD BUSINESS - None**

**4. NEW BUSINESS**

**Item No. 1 – Case No. FP-11-01-12 – Final Plat for Helland Property, to the City of Junction City, Kansas.**

Vice-Chair Mortensen opened the discussion on the request of Kaw Valley Engineering, agent, on behalf of the City of Junction City, owner, requesting final plat approval of the Helland Property, containing 53.40 acres, more or less; located at the northwest corner of Rucker Road and 8<sup>th</sup> Street, and asked for the staff report.

Mr. Yearout stated the area is currently used as a passive park and volunteers have developed a hiking trail. The City currently has no specific plans for construction of any structures; however, the platting process will allow issuance of building permits if future development occurs. Mr. Yearout stated the plat will grant a total of 150-foot right-of-way along 8<sup>th</sup> Street to accommodate any plans for sidewalks, access to privately

owned property to the West, and the impact the proposed interchange improvement at US-77 and 8<sup>th</sup> Street.

Mr. Yearout stated staff recommends the plat place access controls along 8<sup>th</sup> Street and Rucker Road to control access points in the event the property is abandoned as a park in the future and a private party sought to develop the land. Also, the lines denoting the floodplain need to be labeled. He indicated staff recommends approval of the plat subject to these two issues.

In response to the question as to why the additional right-of-way along 8<sup>th</sup> Street, Mr. Yearout explained the additional right-of-way will allow all necessary adjustments to the roadway and access to adjoining properties once the improvements to 8<sup>th</sup> Street and the redevelopment of the interchange between K-18 and US 77 are made. This will also allow right-of-way for access to the old quarry property to the west in the event development occurs at that location.

Commissioner Mowry asked why staff is recommending access limitation along 8<sup>th</sup> Street and Rucker Road. Mr. Yearout stated the property may cease to be a park in the future and if residential development were to occur, this limitation will alleviate requests for individual driveways.

There being no further questions of staff, Vice-Chair Mortensen opened the meeting for discussion by the public.

Leon Osbourn, Kaw Valley Engineering, stated he was in concurrence with the staff recommendations and would be happy to answer any questions of the Commission.

There being no further questions of Mr. Osbourn, Vice-Chair Mortensen closed the public discussion and called for a motion from the Commission.

Commissioner Dibben moved that Case No. FP-11-01-12, concerning the request of Kaw Valley Engineering, agent, on behalf of the City of Junction City, owner, requesting final plat approval for the Helland Property, be approved as submitted with the changes noted in the staff report and as identified at this meeting; that the Chairman and Secretary be authorized to sign the final plat; and it be forwarded to the City Commission of the City of Junction City, Kansas, for approval and acceptance of the dedications shown thereon. Commissioner Moyer seconded the motion and it passed unanimously.

**Item No. 2 – Case No. Z-11-01-12 – Public Hearing to rezone property at 709 North Madison.**

Vice-Chair Mortensen opened the public hearing on the application of Joe Teeter, owner, requesting to rezone from “CN” Neighborhood Commercial District to “CSP” Special Commercial District the property located at 709 North Madison, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated this property has been zoned “CN” Neighborhood Commercial back as far as 1975 and was used as a business office by Mr. Teeter, which was a permitted

use. After Mr. Teeter closed his business, he leased the property to the current tenant as a dog grooming business. When the tenant inquired about expanding the business, the zoning classification for the new use was determined to not be a permitted use. At a minimum, a dog grooming business requires the "CSP" Special Commercial District.

Mr. Yearout stated staff strongly believes in having property zoned to be consistent with its use, unless the use is clearly out of character with the neighborhood. In this instance, staff believes the conversion of the building to a dog grooming business is not out of character with the neighborhood. The size of the building and lot virtually preclude any potential problematic use allowed in the "CSP" District. This business has been located in the building for several months and no complaints have been received from anyone. In addition, the properties along 6<sup>th</sup> Street have the "CSP" District classification.

Mr. Yearout concluded that staff recommends approval of Mr. Teeter's request based on the reasons stated in the staff report.

Commissioner Moyer asked how the property to the south of this building that fronts on 7<sup>th</sup> Street is zoned. Mr. Yearout stated it would remain zoned "CN" Neighborhood Commercial. The present dental office use is a permitted use and there is no reason to change the current district classification.

There being no further questions of staff, Vice-Chair Mortensen opened the hearing for public comment.

Mr. Joe Teeter, owner, stated he was unaware the dog grooming business was not allowed until notified. Since that time, he has been working with Mr. Yearout to get the correct zoning. He asked if the Commission had any questions.

There being no further questions or other appearances, Vice-Chair Mortensen closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. Z-11-01-12, concerning the request of Joe Teeter, owner, to rezone his property at 709 North Madison Street from "CN" Neighborhood Commercial to "CSP" Special Commercial District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Moyer seconded the motion and it passed unanimously.

**RECESS AS THE METROPOLITAN PLANNING COMMISSION AND CONVENE AS THE BOARD OF ZONING APPEALS.**

Vice-Chair Mortensen declared the Metropolitan Planning Commission recessed and convened as the Board of Zoning Appeals. He stated his employer has business dealings with some of the following cases, but it will not affect his decision-making.

5. **OLD BUSINESS - None**
6. **NEW BUSINESS**

**Item No. 1 – Case No. BZAA-11-01-12 – Public Hearing appealing the decision of the Junction City-Geary County Zoning Administrator.**

Vice-Chair Mortensen opened the public hearing on the application of Susan Davis, agent, for Thomas D. Slick, owner, appealing the decision of the Junction City-Geary County Zoning Administrator for placement of a residential-designed manufactured home at 1205 Hoover Road, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated that in April of this year the double-wide, mobile home on this property burned to the ground. It was a “grandfathered” mobile home under the Geary County Zoning Regulations and the loss from the fire negated the “grandfather” status under any Zoning Regulations. This property is in the County, but surrounded by the City of Junction City. In May of this year, Robert Davis, the contract buyer and occupant of the mobile home, came into the Planning and Zoning office to inquire about putting another manufactured home on the property. Staff explained to Mr. Davis the new home must meet Geary County regulations regarding placement of a manufactured home. It must be a “residential designed manufactured home”, 1994 or newer, placed on a permanent foundation with a masonry curtain wall around the perimeter to give the appearance of a site-built home. Staff also advised Mr. Davis the property is located in a floodplain and must meet FEMA elevation requirements. At that time, Mr. Davis did petition to have the property annexed into the City for the main purpose of being able to connect to City water.

Mr. Yearout stated that several months passed with no contact until Thomas Slick, property owner of record, and Susan Davis, agent for Mr. Slick, made numerous visits to the Planning and Zoning office attempting to secure a building permit to place a manufactured home on the property. Ms. Davis indicated the desire to put a new double-wide, manufactured home on the property, but just block and skirt it in the manner the previous mobile home was placed and in the same manner placement would be made if this were a manufactured home park. Staff explained the governing regulations for placement of a residential-design manufactured home outside a manufactured home park on an individual lot, the requirements for construction in a floodplain, and the need to meet the County Sanitation Code administered by the County Health Department.

Initially, Ms. Davis asked for a variance in order to just block and skirt the manufactured home and elevate it to the same height as the previous home. Staff informed her based on the guidelines set out by State Statute governing the Board of Zoning Appeals they would not have the authority or jurisdiction to override the requirements of the Zoning Regulations because all the “hardships” are created by the applicant. Mr. Yearout stated that Ms. Davis has been very upset about the requirements and his interpretation; therefore, this matter is considered an appeal of his decision in refusing to issue a building permit in the manner requested.

Staff strongly recommends the appeal by denied. All of the requested adjustments from the regulations, as set out above and delineated in greater detail in the staff report, are simply a desire of the applicant to replace the destroyed home with another one and not be required to meet existing regulations. Staff has not interpreted the

regulations any differently for this individual than for any other property owner in Geary County wishing to place a manufactured home. Staff cannot approve a building permit for placement of a home within a floodplain unless the elevation and any other FEMA regulations, and/or Geary County Building/Zoning Codes and County Health Department requirements are met.

Brief discussion ensued between Commissioners and staff for clarification and additional information relative to floodplain issues. Mr. Yearout stated that he and Mark Karmann, Code Enforcement Inspector, have both reviewed placement requirements of the home with Ms. Davis; however, she continues to disagree. Commissioner Dibben asked if the same requirements apply to property within the City limits. Mr. Yearout stated they would.

There being no further discussion, Vice-Chair Mortensen opened the hearing for public comment.

Susan Davis, 4617 K-157 Hwy, stated she is the agent for Tom Slick, owner of the property. She stated there was a manufactured home at this location to begin with and they want to replace it with a new one in the same manner as was there before. She stated she does not understand why they are not able to do that. She felt she was applying for a variance and did not understand what had changed.

Mr. Yearout reviewed the history of this case again and explained the appeal was the only way the case could be heard.

Ms. Davis attempted to claim the new home was within her interpretation of replacement of a "nonconforming structure" because it was not more than 50% above the previous value. The staff and Board explained the nonconforming status was lost if the structure was damaged more than 50% of its value. In this case, the loss was complete, so there was a 100% loss and all new construction would have to comply with the requirements.

Ms. Davis stated she was told by Mark Karmann, Code Enforcement Officer, there would be no problem getting a building permit for this new home. She stated the first problem encountered was the type of skirting required around the home. She said they originally only wanted to skirt the home and not build a curtain wall, but they have agreed to comply with the requirement. The second is the elevation certificate requirement, which requires 5 feet of fill before placement of the home. She stated she has obtained that certificate, but the requirements are costing more money than anticipated. The third problem is the requirement to hook up to the City sewers. They had anticipated using the same septic system but had been told that might not be possible. Finally, she stated that if this decision is going to be tonight she would like to have it continued for additional council.

Lisa Davies, County Health Department, stated she had not had much discussion on this with the owners until last week. Ms. Davies explained the Sanitation Code requires that if a septic system fails or is required to be evaluated for a new home and City sewer is available within 400 feet, the property owner must connect to the City sewer unless it is not feasible. Ms. Davies said an on-site inspection would have to be done, but that may be a waste of time and money if the site is going to be connected to city

sewers. There are no records of the system at the County. The owners say the septic tank was pumped a few years ago, but there are no records of that.

Kenneth Dunham, 1324 Hoover Road, stated he was there when the house burned. He stated he has visited with Mr. Yearout and found out that if his home is destroyed, he would not be allowed to have a basement because of being in a floodplain. Mr. Dunham stated he thought this should be grandfathered. There are many people in the floodplain who could not rebuild on a basement if their homes were destroyed by a tornado.

There being no further appearances, Vice-Chair Mortensen closed the public hearing.

Commissioners asked if they have the authority to grant a property in the floodplain a "grandfather" status. Mr. Yearout stated that his opinion is it cannot.

Mr. Yearout stated that Mr. Davis was in last spring and all the requirements to replace the destroyed home were explained in detail. Mr. Davis submitted a written request for the City to annex the property at that time so he could connect to city water. Staff heard nothing more from Mr. Davis, or anyone else, about the proposed construction until late summer when Susan Davis came into the office. Ms. Davis wanted to put the home back like it was before, on blocks and skirting the home. Mr. Yearout noted he does not have the authority to do that. Staff believes Ms. Davis thought she was requesting a variance, but a variance is not an option. This can only be considered as an appeal from the Zoning Administrator's decision.

Mr. Yearout noted the only outstanding issue is whether the on-site septic system can be used or the landowner will be required to connect to the city sewer. This issue depends on having an inspection by Lisa Davies and a determination of the cost to connect to the city sewer. The preliminary cost estimates were just delivered today from Kaw Valley Engineering and given to the City Manager, but he has not had time to evaluate the issue. Once that question is resolved, staff is prepared to issue building permits.

Commissioner Moyer asked if Mr. Yearout could issue a building permit. Mr. Yearout stated he was barred from doing so until a decision is made on Ms. Davis' appeal. In addition, Mr. Yearout noted for the record that Mr. Karmann never told anyone a permit could be issued on this property and would be happy to appear before the Board to confirm that fact.

Commissioner Watson asked Ms. Davis if she wanted a continuance.

Ms. Davis stated she simply wanted to be able to have the home placed on the property.

Mr. Yearout stated a continuance would delay that further and he recommended the Board act on the application.

Vice-Chair Mortensen stated he agreed the house must meet the requirements. He suggested the case be denied and they can then move on.

Commissioner Mowry moved that Case No. BZAA-11-01-12, the application of Susan Davis, agent, for Thomas D. Slick, owner, to appeal a decision of the Zoning Administrator restricting placement of a manufactured home at 1205 Hoover Road, Junction City, Kansas, be denied based on the findings in the staff report and as heard at this hearing and that, if the residential designed manufactured home is permitted to be placed, it must comply with all requirements of the Geary County Zoning Regulations, Geary County Manufactured Home Code and Geary County Sanitation Code. Commissioner Watson seconded the motion and it passed unanimously.

**Case No. 2 – Case No. BZACU-11-01-12 – Public Hearing for a Conditional Use Permit to Expand Westar Substation.**

Vice-Chair Mortensen opened the public hearing on the application submitted by Westar Energy, leaseholder, requesting a Conditional Use Permit to expand its substation in the “RM” Multiple Family Residential District on property located at 1703 St. Mary’s Road, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated the substation expansion would be on land owned by The Bluffs apartment complex. An easement encumbers this land for the overhead electric transmission line owned by Westar. The applicant has indicated the substation expansion into the transmission line easement will cause no problems. Mr. Yearout reviewed the standards and staff’s assessment as outlined in detail in the staff report on this case. The submitted plans indicate construction of a masonry wall on the south, east and west sides of the expansion on the Bluffs property. Staff has no other conditions to recommend on this case.

Mr. Yearout concluded by stating it is staff’s belief this expansion is warranted and in the best interest of the community. Based on the findings outlined in the staff report, it is Staff’s recommendation the Conditional Use Permit be granted as requested.

There being no questions of staff, Vice-Chair Mortensen opened the meeting for public comment.

Allyson Wetter, 818 South Kansas Avenue, Topeka, agent for Westar, informed the Board it is necessary to rebuild the substation in order to put in new equipment that will provide additional power and more reliable electric service to the region. Ms. Wetter confirmed that the expanded substation yard will be rocked like the existing facility is now. The south, east and west fence line will be a solid pre-cast concrete wall to provide screening between the substation and the Bluffs. As Mr. Yearout pointed out, the substation expansion will be in the Westar easement for the transmission line. Westar is utilizing space that cannot be developed for any other purpose. The remaining area will stay as green space. As proposed, the substation expansion will provide additional and more reliable power to Junction City and surrounding communities with minimal impact to the area.

In response to questions, Ms. Wetter stated the general service area is west and north of I-70; and the masonry wall will extended a short distance north on the east and west ends.

There being no further questions or discussion from the public, Vice-Chair Mortensen closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. BZACU-11-01-12, the application of Westar Energy, leaseholder, requesting a Conditional Use Permit to expand an existing electric substation into the "RM" Multiple Family Residential District at 1703 St. Mary's Road, Junction City, Kansas, be approved as recommended by staff, based on the findings in the staff report and as heard at this public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

**Case No. 3 – Case No. BZACU-11-02-12 – Public Hearing for a Conditional Use Permit to allow a tattoo studio.**

Vice-Chair Mortensen opened the public hearing on the application filed by Russell Bishop, agent, for Storage Properties, Inc., owner, requesting a Conditional Use Permit to allow a tattoo studio in the "CS" Service Commercial District at 546-548 Grant Avenue, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated this location has been used in the past for other businesses. A lease agreement with the owner for the tattoo studio has been reached, subject to zoning approval. This request is within the authority of the Board to approve as a Conditional Use Permit, subject to the guidelines in the zoning regulations, which have been set out in detail in the staff report. State Statutes dictate that all tattoo studio operators must have a state license, which the applicant has.

As outlined in the staff report, staff believes this request is reasonable and will cause no problems to the neighborhood and recommends the Conditional Use Permit be granted as requested.

There being no questions of staff, Vice-Chair Mortensen opened the meeting for public comment.

Mr. Russell Bishop, 9901 Nemaha Road, Oskaloosa, Kansas, agent, stated he has been in business since 1993 in Overland Park and expanded to Lawrence in 1995. He believes the growth in Junction City, coupled with the military post next door, means this community to be an excellent location for his business. The building will accommodate two tattoo artists and one body piercer. The hours of operation will be from 12 noon through 8 p.m., Tuesday through Saturday, closed on Sunday and Monday. Mr. Bishop stated he and his wife are licensed by the Kansas Board of Cosmetology. He indicated they helped build the current state law establishing licensing requirements, including extensive educational standards, to become a tattoo artist. The demand has changed to clients desiring custom artistic tattoos, which are expensive. Mr. Bishop concluded by saying they have visited with the other three businesses in the building and none had any objection to the idea of a tattoo/body piercing studio.

There being no other appearances, comments, or questions of Mr. Bishop or staff, Vice-Chair Mortensen closed the public hearing and called for a motion.

Commissioner Ryan moved that Case No. BZACU-11-02-12, the application of Russell Bishop, agent, for Storage Properties, Inc., owner, requesting a Conditional Use Permit to allow a tattoo studio in the "CS" Service Commercial District at 546-548 Grant Avenue, Junction City, Kansas, be approved as recommended by staff and based on the findings in the staff report and as heard at this hearing. Commissioner Watson seconded the motion and it carried unanimously.

## **ADJOURN AS BOARD OF ZONING APPEALS AND RECONVENE AS METROPOLITAN PLANNING COMMISSION**

Vice-Chair Mortensen declared the Board of Zoning Appeals recessed and convened as the Metropolitan Planning Commission.

### **7. GENERAL DISCUSSION**

#### **Item No. 1 – Update on status of MPO – Status of the creation of the MPO.**

Mr. Yearout reported the agreement has been agreed to that the Metropolitan Planning organization would include Junction City and a portion of Geary County. It has also been agreed the operation will be housed with the Flint Hills Regional Council, which is consistent with the position of both the City Commission and the County Commission. The details in the formal agreement are being negotiated and the operation is expected to be formally established very soon. Staff will keep the MPC advised on this issue.

#### **Item No. 2 – Zoning Regulations – Churches and Schools**

Mr. Yearout reviewed his report on the proposed changes to the Junction City Zoning regulations concerning how churches and schools are addressed. As stated in the staff report, staff is recommending placing the proposed amendments as a public hearing at the December meeting showing the changes that a Special Use Permit will be required for churches and schools. Not all zoning districts will allow these uses and there will be some other uses that will need to be included in that process based on size of assembly in order to remain within the spirit and intent of the Religious Land Use and Institutionalized Persons Act. The staff report gave the general language proposed and staff will finalize the language recommended at the public hearing.

The Commission members agreed with the proposal and felt this issue had been discussed at length by the MPC. Commissioner Ryan made a motion to set this matter at a public hearing at the December, 2012, meeting. Commissioner Watson seconded the motion and it carried unanimously.

### **8. ADJOURNMENT**

Vice-Chair Mortensen declared the meeting adjourned at 8:23 p.m.

**PASSED AND APPROVED this \_\_\_\_\_ day of December, 2012.**

MPC/BZA Agenda  
November 8, 2012

**Maureen Gustafson, Chair**

**ATTEST:**

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**David L. Yearout, Secretary**



JUNCTION CITY–GEARY COUNTY  
METROPOLITAN PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF GEARY }

THIS PLAT OF \_\_\_\_\_ HELLAND PROPERTY  
HAS BEEN SUBMITTED TO AND APPROVED BY THE JUNCTION CITY–GEARY COUNTY METROPOLITAN PLANNING  
COMMISSION, JUNCTION CITY, KANSAS.  
DATED THIS \_\_\_\_\_DAY OF \_\_\_\_\_,20\_\_\_\_.

JUNCTION CITY–GEARY COUNTY  
METROPOLITAN PLANNING COMMISSION

BY \_\_\_\_\_ CHAIRMAN, MAUREEN GUSTAFSON

\_\_\_\_\_  
SECRETARY, DAVID L. YEAROUT

SURVEYOR’S DESCRIPTION:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL  
MERIDIAN IN THE CITY OF JUNCTION CITY, COUNTY OF GEARY, STATE OF KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 3; THENCE ON AN ASSUMED  
BEARING OF N 07°34’40” E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 55.68 FEET TO THE  
NORTH RIGHT–OF–WAY LINE OF HIGHWAY K18 AND THE POINT OF BEGINNING; THENCE N 07°34’40” E CONTINUING ALONG  
SAID WEST LINE, A DISTANCE OF 1412.70 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED  
RECORDED AT THE REGISTER OF DEEDS OFFICE OF SAID COUNTY IN DEED BOOK 75 AT PAGE 253; THENCE N 78°59’40” E  
ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 694.65 FEET TO THE WESTERLY RIGHT–OF–WAY LINE OF  
RUCKER ROAD; THENCE S 39°08’14” E ALONG SAID WESTERLY RIGHT–OF–WAY LINE, A DISTANCE OF 124.45 FEET TO THE  
BEGINNING OF A TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY  
RIGHT–OF–WAY LINE AND ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 9283.95 FEET, AN ARC LENGTH OF 159.44  
FEET, A CHORD BEARING OF S 38°38’43” E, AND A CHORD DISTANCE OF 159.44 FEET; THENCE CONTINUING ALONG SAID  
WESTERLY RIGHT–OF–WAY LINE THE FOLLOWING 7 COURSES: THENCE S 38°09’12” E A DISTANCE OF 143.94 FEET; THENCE  
S 39°43’46” E A DISTANCE OF 490.46 FEET; THENCE S 70°06’17” E A DISTANCE OF 259.08 FEET; THENCE S 54°53’18” E A  
DISTANCE OF 400.00 FEET; THENCE S 20°40’22” E A DISTANCE OF 120.93 FEET; THENCE S 50°39’30” E A DISTANCE OF  
226.49 FEET; THENCE S 41°23’18” E A DISTANCE OF 290.00 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT–OF–WAY  
LINE AND SAID NORTHERLY RIGHT–OF–WAY LINE OF HIGHWAY K18; THENCE ALONG SAID NORTHERLY RIGHT–OF–WAY LINE  
THE FOLLOWING 9 COURSES: THENCE S 74°26’17” W A DISTANCE OF 83.28 FEET; THENCE S 89°54’13” W A DISTANCE OF  
767.77 FEET; THENCE N 00°05’47” W A DISTANCE OF 40.00 FEET; THENCE S 89°54’13” W A DISTANCE OF 188.00 FEET;  
THENCE S 00°05’47” E A DISTANCE OF 20.00 FEET; THENCE S 89°54’13” W A DISTANCE OF 612.01 FEET; THENCE  
S 00°05’47” E A DISTANCE OF 20.00 FEET; THENCE S 89°54’13” W A DISTANCE OF 227.06 FEET; THENCE S 89°37’24” W A  
DISTANCE OF 554.06 FEET TO THE POINT OF BEGINNING. CONTAINS 52.20 ACRES, MORE OR LESS.

END OF DESCRIPTION

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS AN ASSUMED BEARING OF S 89°43’56” W ALONG THE SOUTH LINE OF THE  
SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN.

FLOOD STATEMENT:

SUBJECT PROPERTY IS SHOWN TO BE LOCATED IN OTHER AREAS ZONE "X" AND ZONE "A" ON THE FLOOD INSURANCE RATE  
MAP FOR GEARY COUNTY, KANSAS. COMMUNITY PANEL NO. 200579 0045 C, EFFECTIVE DATE FEBRUARY 4, 1998. OTHER  
AREAS ZONE "X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN". ZONE "A" IS DEFINED AS  
"NO BASE FLOOD ELEVATION DETERMINED". LOCATION DETERMINED BY A SCALED GRAPHICAL PLOT OF THE FLOOD INSURANCE  
RATE MAP.

REVIEW SURVEYOR’S CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF GEARY }

THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR FILING PURSUANT TO AND IN COMPLIANCE WITH  
K.S.A. 58–2005 AND WITH THE REQUIREMENTS OF GEARY COUNTY RESOLUTION NO. 04–16–2012A.  
NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.  
APPROVED THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
LAND SURVEYOR, JOHN B. YORK  
REGISTRATION NO. 523

CERTIFICATE OF REGISTER OF DEEDS

STATE OF KANSAS } SS  
COUNTY OF GEARY }

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON  
THE \_\_\_\_\_DAY OF \_\_\_\_\_,20\_\_\_\_, AT \_\_\_\_\_ AND IS DULY RECORDED IN PLAT BOOK \_\_\_\_\_AT PAGE \_\_\_\_\_.

\_\_\_\_\_  
REGISTER OF DEEDS, DIANE BRIESTENSKY–LEONARD

ENTERED ON TRANSFER RECORD THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
COUNTY CLERK, REBECCA BOSSEMEYER

SURVEYOR’S CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF GEARY }

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS, WITH  
EXPERIENCE AND PROFICIENCY IN LAND SURVEYING; THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED  
AND SUBDIVIDED BY ME OR UNDER MY DIRECT SUPERVISION; THAT ALL SUBDIVISION REGULATIONS OF THE  
CITY OF JUNCTION CITY, KANSAS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT; THAT THIS PLAT  
AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE KANSAS MINIMUM STANDARDS FOR  
BOUNDARY SURVEYS, AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE  
CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS, THIS \_\_\_\_\_DAY OF \_\_\_\_\_,20\_\_\_\_.  
DATE OF SURVEY: MAY 25, 2012

\_\_\_\_\_  
LAND SURVEYOR, JASON R. LOADER  
REGISTRATION NO. 1462

OWNER’S CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF GEARY }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE PLAT HE HAS CAUSED  
THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET  
FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.  
ALL STREET RIGHTS–OF–WAY AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT  
OR LICENSE TO THE PUBLIC TO LOCATE, CONSTRUCT, AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION,  
AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS AND SEWER PIPES OR REQUIRED DRAINAGE CHANNELS  
OR STRUCTURES UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT IS HEREBY GRANTED.  
GIVEN UNDER MY HAND AT JUNCTION CITY, KANSAS THIS \_\_\_\_\_DAY OF \_\_\_\_\_,20\_\_\_\_.

\_\_\_\_\_  
CITY OF JUNCTION CITY  
PAT LANDES, MAYOR

NOTARY CERTIFICATE

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_ }

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_DAY OF \_\_\_\_\_,20\_\_\_\_,BEFORE ME, A NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE, CAME  
TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING  
AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND  
AFFIXED MY NOTORIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

COUNTY TREASURER CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF GEARY }

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO  
UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT.  
I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.  
GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS THIS \_\_\_\_\_DAY OF \_\_\_\_\_,20\_\_\_\_.

\_\_\_\_\_  
COUNTY TREASURER, KATHY TREMONT

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF KANSAS } SS  
COUNTY OF GEARY }

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL  
ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE  
TRACT OF LAND INCLUDED IN THE PLAT.  
GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS THIS \_\_\_\_\_DAY OF \_\_\_\_\_,20\_\_\_\_.

\_\_\_\_\_  
COUNTY TREASURER, KATHY TREMONT

CERTIFICATE OF CITY COMMISSION

STATE OF KANSAS } SS  
COUNTY OF GEARY }

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE CITY COMMISSION  
THIS \_\_\_\_\_DAY OF \_\_\_\_\_,20\_\_\_\_.

ATTEST

\_\_\_\_\_  
CITY CLERK, TYLER FICKEN

\_\_\_\_\_  
MAYOR, PAT LANDES

FINAL PLAT

**HELLAND PROPERTY**  
TO  
**JUNCTION CITY, KANSAS**  
**KAW VALLEY ENGINEERING, INC.**  
2319 NORTH JACKSON – PO BOX 1304  
JUNCTION CITY, KANSAS 66441  
785–762–5040

DATE OF PREPARATION: MAY 2012 PROJECT NO. A11S5823 SHEET 2 OF 2

**Backup material for agenda item:**

- d. Consideration of 2013 Master Economic Development agreement.

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

December 6, 2012

**From:** Gerry Vernon, City Manager  
**To:** City Commission  
**Subject:** **Ordinance approving amendments to Consolidation Contracts**

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**Objective:** Approval of G-Ordinance 1125 that authorizes the Mayor to execute amendments to the Joint Agreement, Master Agreements, Economic Development Services Agreement, and Military Affairs Agreement between, the City, County, and Chamber of Commerce.

**Explanation of Issue:** The existing consolidation contracts will expire at the end of this year so renewal will be necessary to continue with service provision by the Chamber per the original consolidation effort.

The follow is a brief summary of the proposed significant amendments to the contracts:

Joint Agreement – 1.) Notice of termination date changed from April 1 to July 1 of each year.

Master Agreement – 1.) Automatic renewal of contract subject to annual appropriations.

ED Services Agreement – 1.) Reduction in size of Advisory Board from eleven to nine members to include three appointed by City; three appointed by County; one appointed by Chamber; one ex-officio non-voting city commissioner; and one ex-officio non-voting county commissioner. 2.) Automatic renewal subject to annual appropriations. 3.) Notice of termination date changed from April 1 to July 1 of each year. 4.) Quarterly disbursements of 2013 budget amount of \$135,000.00 by the City.

Military Affairs Agreement - 1.) 2013 budget amount increased to \$40,000.00 by City and \$40,000.00 by County.

**Budget Impact:** There are no changes to the 2013 Budget by approving these amendments.

**Alternatives:** The Commission may approve, deny, or postpone this item.

**Recommendation:** Staff recommends a motion approving G-Ordinance 1125 providing for the execution of consolidation service contracts.

**Enclosures:** Various

GENERAL ORDINANCE ~~G-928~~  
GEARY COUNTY RESOLUTION ~~8-19-02~~

AN ORDINANCE OF THE CITY OF JUNCTION CITY, KANSAS AND A  
RESOLUTION OF GEARY COUNTY, KANSAS REESTABLISHING THE JOINT  
JUNCTION CITY/GEARY COUNTY ECONOMIC DEVELOPMENT  
COMMISSION

~~BE IT~~ BE IT RESOLVED by the Board of County Commissioners of Geary County, Kansas, being assembled in regular session in the office of the County Commissioners in Junction City, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, ~~2002~~2012; and

BE IT ORDAINED by the Governing Body of the City of Junction City, Kansas:

Section 1: Sections 110.010 through 110.090 are hereby ~~enacted as stated below~~ deleted and replaced with the following

~~Section 2:~~

ARTICLE I. ECONOMIC DEVELOPMENT ~~COMMISSION~~

SECTION 110.010: ~~JOINT BOARD~~ Economic Development

The City Commission of the City of Junction City, Kansas and the Board of Commissioners of Geary County hereby approve an Amended and Restated Master Agreement ("Master Agreement") and an Economic Development Services Agreement ("Economic Development Services Agreement"), both dated \_\_\_\_\_, \_\_\_\_ 2012, by and among the City of Junction City, the Geary County and the Junction City Area Chamber of Commerce, a Kansas Non-Profit Corporation (the "Chamber"), pursuant to which the Chamber will have an Economic Development Advisory Committee, appointed by the City, County and the Chamber, and the Chamber will perform certain economic development services for the City and County previously performed the Junction City-Geary County Joint Economic Development Commission, hereinafter referred to as the Prior Joint Board, established pursuant to General Ordinance G-928 approved by the City on August 22, 2002, and Resolution 8-19-02 adopted by the County on August 19, 2002 (the "Prior Joint Action"). The Board of Commissioners of Geary County and the City Commission of the City Junction City hereby confirm as long as the Master Agreement and the Economic Development Services Agreement remain in effect, the economic development activities previously performed by the Prior Joint Board will be performed by the Chamber with the support of the Economic Development Advisory Committee. The City and County also acknowledge and agree that the Prior Joint Board will be reestablished if, for any reason, the Master Agreement and the Economic Development Services Agreement are terminated.

~~There is hereby created (reestablished) the Junction City-Geary County Joint Economic Development Commission, hereinafter referred to as the Joint Board.~~

SECTION 110.020: ~~APPOINTMENT-QUALIFICATIONS-REESTABLISHMENT~~ --  
QUALIFICATIONS AND NUMBER OF MEMBERS

Only if the Master Agreement and the Economic Development Services Agreement are terminated, at such time there is hereby reestablished the Junction City-Geary County Joint Economic Development Commission, hereinafter referred to as the Reestablished Joint Board.

A. The Reestablished Joint Board shall consist of eleven (11) members appointed as follows:

1. The Mayor of Junction City, Kansas, with the consent of the Commission of the City of Junction City, Kansas, shall appoint a Commissioner of the City of Junction City, Kansas annually. The term of said City Commissioner shall be for one (1) year to commence on May first (1<sup>st</sup>) and expire on April thirtieth (30<sup>th</sup>) of each succeeding year.

2. The Chairman of the Board of County Commissioners, with the consent of the County Commissioners of Geary County, Kansas, shall appoint a Geary County Commissioner for a term of one year to begin the 2<sup>nd</sup> Monday of January each year.

3. The Mayor of Junction City, Kansas, with the consent of the Commission of the City of Junction City, Kansas, shall appoint four (4) additional members with staggered terms of three (3) years.

4. The Chairman of the Board of County Commissioners, with the consent of the County Commissioners of Geary County, Kansas, shall appoint three (3) additional members with staggered terms of three years.

5. The Mayor of the City of Junction City, Kansas, with the consent of the Commission of the City of Junction City and the Chairman of the Board of County Commissioners of Geary County, Kansas, with the consent of the Board of County Commissioners shall jointly appoint the remaining two (2) members for staggered terms of three (3) years.

~~6. Members of the Commission currently serving as of the date of approval of this ordinance/resolution shall continue to serve out the remainder of their respective terms.~~

B. In case of the death, incapacity, resignation or disqualification of any member, the Commission or Board making the appointment shall appoint another member for the unexpired term of such deceased, incapacitated, resigned or disqualified member. The Secretary or Chairman shall report attendance of members for each regularly scheduled and special meeting and any member failing to attend three (3) consecutive regular meetings without an excused absence shall be considered as disqualified hereunder. Any person shall be eligible for appointment by either Governing Body who resides in Geary County. All members, including the Chairman, shall have the right to take part in all discussions and to vote, except that any member who has a conflict of interest in regard to any proposal or matter under consideration by the Reestablished Joint Board shall disqualify himself/herself from the discussion and from voting. Members of the Reestablished Joint Board shall serve without compensation but may be reimbursed for expenses actually incurred in the performance of their duties.

## SECTION 110.030: ORGANIZATION AND MEETINGS

The Reestablished Joint Board shall convene for its first (1<sup>st</sup>) meeting at such time and place as shall be fixed by the Mayor of Junction City, Kansas, and the Chairman of the Board of County Commissioners, and shall thereupon move to elect officers, adopt by-laws and fix and determine times and places of future meetings. Said Reestablished Joint Board shall elect one (1) member as Chairman and one (1) member as Vice-Chairman for terms of one (1) year and/or until their successors have been elected and qualified. Special meetings of the Reestablished Joint Board may be called by the Chairman, or, in his/her absence, by the Vice-Chairman. A quorum of the Reestablished Joint Board shall consist of a simple majority of members. The Reestablished Joint Board shall designate a Secretary who need not be a member of the Reestablished Joint Board. The Secretary shall cause a proper record to be kept of all of the proceedings of the Reestablished Joint Board. The Secretary may be an officer or employee of the City of Junction City.

## SECTION 110-040: POWERS--DUTIES AND GENERAL PURPOSES

It shall be the duty and function of the Reestablished Joint Board to study, investigate and promote industrial development within Geary County, Kansas under the laws of the State of Kansas, and recommend the necessary expenditures and actions to accomplish these purposes.

## SECTION 110.050: FINANCING ECONOMIC DEVELOPMENT

A. In order to promote ~~industrial-economic~~ development ~~as above set forth in the City and County,~~ and to fund the economic development services activities which the Chamber will perform for the City and County pursuant to the Economic Development Services Agreement, or, if the Economic Developer Services Agreement terminates, the activities of the Reestablished Joint Board, the Commission of the City of Junction City, Kansas, shall levy a tax of one (1) mill upon the taxable tangible property within the City of Junction City, Kansas, as authorized by the Kansas Statutes and as previously approved by the electorate of the City of Junction City, Kansas.

B. The Board of County Commissioners of Geary County, Kansas, shall provide the amount that equals one-half (1/2) mill in accordance with K.S.A. 19-4102, as amended

C. If a tax is levied by the Board of County Commissioners pursuant to K.S.A. 19-4102, as amended, and such action is subjected to a vote of the qualified electors of Geary County, said vote nullifying the action of the Board of County Commissioners, then the obligation of Geary County under this Resolution shall be terminated.

D. The City Treasurer of the City of Junction City, Kansas, is hereby designated as the custodian and disbursing agent for the expenditures of funds and shall disburse said funds in accordance with the Economic Development Services Agreement upon authorization of the Commission of the City of Junction City, Kansas, or if the Economic Development Services Agreement is terminated, upon recommendation of the Reestablished Joint Board and

authorization of the Commission of the City of Junction City, Kansas. The Board of County Commissioners shall direct the County Treasurer to pay over the share of Geary County, as herein prescribed, directly to the City Treasurer of Junction City, Kansas.

E. If revenues provided above from the City and County and projected year end cash balance do not equal the annual budget [for the economic development activities](#) approved jointly by the City and County Commissions, the City will provide 60% of the additional funding and Geary County will provide 40% of the funding.

#### SECTION 110.060: EFFECTIVE DATE

This Joint Resolution and Article shall constitute an agreement between the City of Junction City, Kansas, and Geary County, Kansas, and shall also constitute a Resolution of the Board of County Commissioners and an Ordinance of the City of Junction City, Kansas, and shall be effective upon its passage and adoption by the Board of County Commissioners of Geary County, Kansas, and the Commission of Junction City, Kansas, acting separately and after its publication once as provided by law in the official City newspaper of Junction City, Kansas and in the official County newspaper of Geary County, Kansas. A fully executed and attested copy shall be filed with the County Clerk of Geary County, Kansas, and the City Clerk of Junction City, Kansas.

#### SECTION 110.070: SAVINGS CLAUSE

If this Joint Resolution and Article or any part thereof shall be held or determined to be unconstitutional, illegal, ultra vires, or void, the same shall not be held or construed to change or annul any provision hereof which may be legal or lawful, and in event this Joint Resolution and Article, or any part thereof, shall be held unconstitutional, illegal, ultra vires, or void, the same shall not affect any action heretofore taken by the [Reestablished](#) Joint Board as heretofore established and constituted.

#### SECTION 110.080: TERMINATION

Either of the Governing Bodies may cancel or terminate this agreement by written notice to the other Governing Body. If such notice of termination is exercised, the notice shall be given prior to April first (1<sup>st</sup>) of the year, to be effective at the end of the current budget year.

#### SECTION 110.090: CHAIRMAN MAY CALL UPON EMPLOYEES AND OFFICIALS

The Chairman of the [Reestablished](#) Joint Board may call upon any employee or official of the City of Junction City, Kansas, or Geary County, Kansas, for their advice and assistance in carrying out the terms of this Article and Resolution.

SECTION 3: ~~Article I of Title I of the Code of the City of Junction City, Kansas, 1994 (a codification of Junction City Ordinance G-348)~~ [G-928](#) is hereby repealed.

SECTION 4: County Resolution ~~\_\_\_\_\_~~ 8-19-02 is hereby repealed.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, ~~2002~~2012, after due consideration of ~~H~~all members being present and voting as follows:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Rebecca Bossemeyer  
County Clerk

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, ~~2002~~2012

\_\_\_\_\_  
Pat Landes, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken

City Clerk

Comparison Details	
Title	<b>pdfDocs compareDocs Comparison Results</b>
Date & Time	9/5/2012 4:47:52 PM
Comparison Time	0.72 seconds
compareDocs version	v3.4.2.19

Sources	
Original Document	[#19293202] [v1] Original Joint Ordinance.docx
Modified Document	[#19293169] [v1] Joint Ordinance Resolution re EDC funding 9-5-12.docx

Comparison Statistics	
Insertions	31
Deletions	11
Changes	9
Moves	0
TOTAL CHANGES	51

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
<del>Deletions</del>	
<u>Moves</u> / <del>Moves</del>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	ByAuthor
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate

Document View	Word	Print
Remove Personal Information	Word	False

## AMENDED AND RESTATED MASTER AGREEMENT

This Amended and Restated Master Agreement ("Master Agreement")~~-, effective as of January 1, 2013,~~ is hereby entered into ~~this \_\_\_\_ day of \_\_\_\_\_, 2012,~~ by and among the City of Junction City, Kansas, a municipal corporation (the "City"), Geary County, Kansas (the "County"), and the Junction City Area Chamber of Commerce, a Kansas Non-Profit Corporation (the "Chamber").

~~This Effective as of January 1, 2013, this~~ Master Agreement supersedes and replaces in its entirety the Master Agreement among the City, the County and the Chamber dated September 12, 2011 (the "Prior Master Agreement"), which document shall hereinafter be null, void and of no further effect.

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, ~~Landlord City, County~~ and ~~Tenant Chamber~~ hereby agree with each other as follows:

**WHEREAS**, pursuant to joint action designated as General Ordinance ~~G-928-G-~~ approved by the City on ~~August 22~~ December 4, 2002 ~~2012~~, and Resolution ~~8-19-02-~~ adopted by the County on ~~August 19, 2002~~ December, 2012 (the "~~Revised~~ Joint Action"), the City and the County jointly revised and established the Junction City-Geary County Joint Economic Development Commission (the "EDC"), funded as provided in the Joint Action; and

**WHEREAS**, the Joint Action obligates the City or the County to fund the EDC from budget year to budget year, unless either party cancels the Joint Action by notice to the other prior to April 1 of any budget year, effective at the end of such budget year;

**WHEREAS**, the purpose of the EDC is to study, investigate and promote business development within Geary County, Kansas under the laws of the state of Kansas and recommend the necessary expenditures and actions to accomplish these purposes (the "Economic Development Services"); and

**WHEREAS**, pursuant to K.S.A. 12-1692 et. seq. and initial Resolution 3-20-78A, the County established the Geary County Convention and Visitors Bureau (the "CVB"), as authorized by statute, to-wit: K.S.A. 12-1697, and did, by the passage of Charter Resolution 11-28-89B set the transient guest tax utilized in Junction City and Geary County, Kansas, at the current rate of five percent (5%), for the purpose of promoting tourism and conventions and thus aiding in the economic development of Junction City and Geary County the County established the Geary County Convention & Visitors Bureau (the "CVB"); and

**WHEREAS**, the purpose of the CVB is to promoting tourism and conventions and thus aiding in the economic development of Junction City and Geary County (the "CVB Function"); and

**WHEREAS**, the Military Affairs Council (“MAC”) currently exists as a volunteer board for the purpose of promoting the relationship between Fort Riley and the City and the County (the “Military Affairs Services”); and

**WHEREAS**, the Military Affairs Services are currently funded in whole by the County, and will be funded jointly by the County and the City in ~~2012~~2013; and

**WHEREAS**, the County and the City are authorized pursuant to the provisions of K.S.A. 12-2901 et. seq. to contract with each other to perform any governmental service, activity or undertaking which each contracting entity is authorized by law to perform and may each or jointly contract with a private agency to do the same, and

**WHEREAS**, to promote for economic efficiency and to maximize the effectiveness of the EDC, the CVB, the MAC and the Chamber, the City and the County deem it to be in the best interest of the citizens and taxpayers of the City and County to consolidate the EDC, the CVB and the MAC under a single organization, and to enter into agreements with the Chamber whereby the Chamber will modify its organizational structure, and as reorganized (hereinafter referred to as the "Reorganized Chamber" or “Chamber”), will enter into agreements with the County and the City to perform the Economic Development Services, the CVB Function and the Military Affairs Services; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

1. **Authority.** Pursuant to the authority set forth in K.S.A. 12-2901 et. seq., the County and the City enter into this Agreement to consolidate the EDC, the CVB and the MAC under the Reorganized Chamber, and to enter into agreements in the form attached hereto whereby the Reorganized Chamber will perform the Economic Development Services, the CVB Function and the Military Affairs Services for the County and the City. Pursuant to such authority, upon approval by the Attorney General, the County will file for recording an executed copy of this Agreement with the Register of Deeds of Geary County and will file a copy with the Kansas Secretary of State.

2. **Services.**

- a. The parties hereto agree that the Reorganized Chamber, the County and the City will enter into the Economic Development Services Agreement in the form attached hereto as **Exhibit A**, pursuant to which the Reorganized Chamber will perform the Economic Development Services as described therein.
- b. The parties hereto agree that the Reorganized Chamber and the County will enter into the Joint Service Agreement and Resolution Regarding the Convention and Visitors Bureau and Its Activities in the form attached hereto as **Exhibit B**, pursuant to which the Reorganized Chamber will perform the CVB Function as described therein.

- c. The parties hereto agree that the Reorganized Chamber, the County and the City will enter into the Military Affairs Services Agreement in the form attached hereto as **Exhibit C**, pursuant to which the Reorganized Chamber will perform the Military Affairs Services as described therein.

3. **Reorganization.**

- a. The Chamber will retain the name of “The Junction City Area Chamber of Commerce.”
- b. The Chamber ~~will amend~~ has amended its Bylaws to adopt the organizational structure described on the attached **Exhibit D** labeled “Chamber Structure” - consisting of a Board of Directors (described in more detail below), a President/CEO who shall report to the Board of Directors, and four advisory committees to be known individually as “Chamber Activities Advisory Committee,” “Convention & Visitors Advisory Committee,” “Economic Development Advisory Committee” and “Military Affairs Advisory Committee”(collectively the “Advisory Committees,” each of which shall report to the President/CEO).
- c. The Chamber will be governed by a Board (the “Board of Directors”) which will consist of thirteen members. All members of the Board of Directors shall be Chamber members. In addition, the members of the Board of Directors shall have the qualifications and shall be appointed as follows:

<b>JUNCTION CITY AREA CHAMBER OF COMMERCE BOARD OF DIRECTORS</b>	
<b><u>Qualification</u></b>	<b><u>Appointing Authority</u></b>
County Commissioner	County Commission
City Commissioner	City Commission
Representative of Chamber Activities Advisory Board	Initially approved by Chamber – after initial term appointed by Chamber Activities Advisory Committee
Representative Economic Development Advisory Committee	Initially appointed by the existing EDC Board – after initial term appointed by Economic Development Advisory Committee
Representative Convention & Visitors	Initially appointed by the existing

Advisory Committee	CVB Board– after initial term appointed by Convention & Visitors Advisory Committee
Representative Military Affairs Advisory Committee	Initially appointed by the existing MAC – after initial term appointed by Military Affairs Advisory Committee
Seven (7) at large	Initially appointed by the consolidation transition board– after initial term appointed by a vote of the remaining Board of Directors

- d. The initial term of office of each member of the Board of Directors ~~will commence-commenced~~ on the appointment and approval of such member in 2011 as provided in the previous section and ~~end-ended on~~ December 31, 2012. ~~No later than October 1, In~~ 2011, the initial Board of Directors ~~shall-did~~ provide for staggered terms of membership for the succeeding Board of Directors. Such framework ~~shall-be-is~~ reflected in the Chamber’s new Bylaws.
- e. The Board of Directors ~~will-hire-has hired~~ a President and Chief Executive Officer (the “President/CEO”) to oversee operations of the Chamber, to oversee all divisional staff, and to implement annual budgetary plans and programs approved by the Board of Directors.
- f. The Board of Directors will have complete authority over the President/CEO, subject to the provisions of this Master Agreement, the Advisory Committees, and will set all policies, budgets, annual business and strategic plans for the Chamber.
- g. The Chamber has established and will ~~establish-maintain~~ four business divisions (collectively, “Business Divisions”) and hire staff for each business division who will report to the President/CEO. The Business Divisions will be known individually as: the Chamber Activities Business Division, the Economic Development Business Division, the Convention and Visitors Business Division and the Military Affairs Business Division.

(i) The Chamber Activities Business Division will be solely responsible for performing chamber of commerce functions currently performed by the Chamber, and such other functions as approved by the Board of Directors. The Chamber Activities Business Division will be solely responsible for performing chamber of commerce functions currently performed by the Chamber, and such other functions as approved by the Board of Directors. The function of

the Chamber Activities Business Division is to advance the civic, industrial, commercial, agricultural, and general interest of Geary County and the region. This is accomplished by working with, and maintaining certain confidential demographic data of, Chamber members, providing educational forums, sponsoring events and activities for Chamber members, including networking events and business openings, informational and educational forums and business development opportunities for its members, monitoring and providing information to Chamber members concerning federal, state and local laws and regulations which might impact the business community, and periodically conducting fundraisers and capital campaigns to foster the growth, development and effectiveness of the Chamber.

(ii) The Economic Development Business Division will be primarily responsible for performing the Economic Development Services and such other functions as approved by the Board of Directors.

(iii) The Convention and Visitors Business Division will be primarily responsible for performing the CVB Function and such other functions as approved by the Board of Directors.

(iv) The Military Affairs Division will be primarily responsible for performing the Military Affairs Services and such other functions as approved by the Board of Directors.

- h. The Board of Directors in its sole discretion, but with advice from the Advisory Committees, will set the budget for each business division for each calendar year, as, with respect to EDC, CVB and MAC budgets, more fully set forth in the Economic Development Services Agreement, the Service Agreement and Resolution Regarding the Convention and Visitors Bureau and Its Activities, and the Military Affairs Services Agreement attached hereto as Exhibits A, B and C.
  - i. The appointments to the Convention & Visitors Advisory Committee and Military Affairs Advisory Committee will continue to be made in the same manner as is currently in effect at the time of the execution of the Prior Master Agreement and the respective services agreements, with the recommendations of the Board of Directors to be taken into consideration by the governing bodies responsible for making such appointments, before such appointments are finalized. The appointments to the Economic Development Advisory Committee shall be made as provided in the Economic Development Services Agreement
4. **Financing and Budget.** The manner of budgeting for and financing the performance by the Reorganized Chamber of the Economic Development Services, the CVB Function and the Military Affairs Services shall be as set forth in the Economic Development Services Agreement, the Joint Service Agreement and Resolution Regarding the

Convention and Visitors Bureau and Its Activities, and the Military Affairs Services Agreement attached hereto as Exhibits A, B and C.

5. **Term and Termination.** The ~~initial~~ term of this Agreement shall begin on ~~the date approved by all parties January 1, 2013~~ and terminate on December 31, ~~2012~~2013, and thereafter will automatically renew for successive additional one (1) year terms. Any party may terminate this Agreement by written notice to the other parties. If such notice of termination is exercised, the notice shall be given prior to ~~April~~ July 1 of a calendar year, to be effective January 1 of the following calendar year.
6. **Chamber Offices.** It is the intent of the parties to bring all functions of the Chamber (Chamber, EDC, CVB and MAC) into one central location as soon as reasonably possible and feasible.
7. **KORA and KOMA.** All functions of the Economic Development Business Division, including the meetings of the Economic Development Advisory Committee and agenda items of meetings of the Board of Directors relating to the Economic Development Services, of the Convention Visitors Business Division, including the meetings of the Convention Visitors Advisory Committee and agenda items of meetings of the Board of Directors relating to the CVB function of the Chamber and its Committees relating to Military Affairs Services, and of the Chamber Activities Business Division which are directly related to public funding shall be subject to the Kansas Open Records Act and the Kansas Open Meetings Act; however, any functions engaged in or performed by the Chambers Activities Business Division, as described in section 3(g)(i) above, and which are unrelated to the Economic Development Business Division functions, the Convention Visitors Business Division functions, or to Military Affairs Services, shall be exempt from KORA and/or KOMA.
8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
9. **Entire Agreement.** This Agreement, including all Exhibits which are incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City, the County and the Chamber, and attached hereto.
10. **Assignment.** Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City, the County and Chamber. No party shall not assign any interest in this Agreement without the prior written consent of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year set forth below.

CITY OF JUNCTION CITY, KANSAS

JUNCTION CITY AREA CHAMBER  
OF COMMERCE

\_\_\_\_\_  
PAT LANDES, Mayor

Chairman

Dated:

\_\_\_\_\_  
\_\_\_\_\_  
JUDD LIEBAU,

Dated:

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, City Clerk

GEARY COUNTY, KANSAS

By: \_\_\_\_\_

LARRY HICKS, Chairman

Dated:

By: \_\_\_\_\_

FLORENCE WHITEBREAD, Commissioner

Dated:

By: \_\_\_\_\_

BEN BENNETT, Commissioner

Dated:

ATTEST: \_\_\_\_\_

REBECCA BOSSEMEYER, County Clerk

Approved pursuant to K.S.A. §12-2904(g):

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**Office of the Attorney General of Kansas**

EXHIBIT A  
ECONOMIC DEVELOPMENT  
SERVICES AGREEMENT

This Economic Development Services Agreement is made effective as of ~~the \_\_\_\_\_ day of September~~ January 1, 2011 2013, by and between the City of Junction City, Kansas ( "City") and Geary County, Kansas ("County") and the Junction City Area Chamber of Commerce, soon to be known as "The Junction City/Geary County Chamber of Commerce" (the "Chamber"),

RECITALS

A. Pursuant to a Master Agreement of even date (the "Master Agreement") among the City, the County and the Chamber, the City and County wish to engage the Chamber to implement certain economic development programs currently under the supervision of the Junction City-Geary County Joint Economic Development Commission (the "EDC Board")

B. The parties hereto mutually desire to have the Chamber perform the economic development services currently performed by the EDC Board.

C. Funding for these services will be provided by an annual budget authorization of the City and the County.

D. While the City and County desire to continue to determine their level of funding for economic development services as an annual budget authorization, parties hereto mutually desire to state their agreement concerning economic development services and the funding of those services.

NOW, THEREFORE, in consideration of the reciprocal covenants stated herein, the City and County and Chamber hereby agree as follows:

1. **Economic Development Services.** The City and County engage and retain Chamber to provide services ("Economic Development Services") as hereinafter contemplated. Chamber agrees to accept such engagement and to discharge its duties in accordance with the terms and conditions stated in this Agreement and in the Master Agreement.

2. **Relations of the Parties.** Chamber is engaged and retained as an independent contractor and not as an officer, agent or employee of the City or County.

3. **Size and Appointments to the Economic Development Advisory Committee.** Effective January 1, 2013, the Economic Development Advisory Committee shall consist of seven (7) voting members and two (2) ex officio nonvoting members, appointed as follows:

Prior to January 1, 2013, the Mayor of Junction City, with the consent of the City Commission, ~~shall appoint~~ appointed 3 members ("City Members"), with staggered terms

of 1, 2 and 3 years. Thereafter, prior to January 1 of each calendar year, the Mayor, with the consent of the City Commission, shall appoint a member to succeed the City Member whose term is expiring, such appointment to be for a 3 year term. Beginning with the calendar year 2013, City Members may not serve for a consecutive term of more than ~~[6?]~~ 6 years.

Prior to January 1, 2013, the Chairman of the Board of County Commissioners, with the of the County Commission, ~~shall appoint~~ appointed 3 members ("County Members"), with staggered terms of 1, 2 and 3 years. Thereafter, prior to January 1 of each calendar year, the Chairman, with the consent of the County Commission, shall appoint member to succeed the County Member whose term is expiring, such appointment to be for a 3 year term. Beginning with the calendar year 2013, County Members may not serve for a consecutive term of more than ~~[6?]~~ 6 years.

Prior to January 1, 2013, the Board of Directors of the Chamber ~~shall appoint~~ appointed a member ("Chamber Member") for a term of 3 years. ~~The~~ Beginning with the calendar year 2013, the Chamber Member may not serve for a consecutive term of more than ~~[6?]~~ 6 years.

The City Commission shall annually appoint a member of the City Commission to serve as an ex officio nonvoting member of the Economic Development Advisory Committee.

The County Commission shall annually appoint a member of the County Commission to serve as an ex officio nonvoting member of the Economic Development Advisory Committee.

3. **Purpose of Economic Development Program.** For purposes of this Agreement, the Economic Development Services shall incorporate the following components:

- A. Workforce Development
- B. Existing Business Expansion & Retention
- C. New Business Attraction
- D. Retail Development
- E. Research and Planning
- F. Organizational Capacity and Facility Development

~~4. **Chamber Staffing.** The Economic Development Division of the Chamber shall be directed by Chamber staff who shall devote their time primarily to Economic Development Services, and the City shall contribute to such staff the services of the current employees of the EDC ("Current EDC Staff"), who shall remain as "City" employees for compensation and benefits purposes only until December 31, 2012, but who shall perform their duties under the supervision and exclusive direction of the Chamber and its "President," subject to the rules and/or regulations and/or personnel policies enacted by the Junction City Area~~

~~Chamber of Commerce. It is the mutual goal of the parties hereto that the Current EDC Staff become exclusively employed by the Chamber (to include compensation and benefits) by January 1, 2013. In the event any of such Current EDC Staff cease to be employed by the City, any replacement staff person shall be employed by the Chamber.~~

**54. Allocation and Disbursements of Funds.** Subject to annual appropriation of the City and County of funds by their respective Governing Bodies, the City and County express their intent to continue to provide an annual budget authorization to be paid through quarterly disbursements from the City and the County to Chamber for performing the Economic Development Services-. Such budget authorization for the calendar year 2013 is as follows:

~~2012: \$231,822.00~~\$\_\_\_\_\_, to be divided as follows: ~~\$139,093~~\_\_\_\_\_ from the City;  
\$92,729\_\_\_\_\_ from the County.

**6. Program Performance Reporting.** Semiannually, during the months of \_\_\_\_\_ and \_\_\_\_\_ July and December, the Chamber shall provide a report and presentation to their Governing Bodies of the City and the County regarding the Economic Development Services.

**7. Budgeting, Accounting, Inspection of Books and Records.** The Chamber shall establish a budget for the Economic Development Services and show the City's and the County's contributions under this Agreement as a revenue source and the applicable expenditures allocated to the Economic Development Services. Semiannually, during the months of \_\_\_\_\_ and \_\_\_\_\_ July and December, the Chamber shall report on the current status of the budget for Economic Development Services. In addition, Chamber shall supply a copy of its annual audit, in duplicate, to the City Manager's office and to the Geary County Commissioners.

**8. Term of Agreement.** The ~~initial~~ term of this Agreement shall begin on ~~the date approved by all parties January 1, 2013~~ and terminate on December 31, ~~2012~~2013, and thereafter will automatically renew for successive additional one (1) year terms. Any party may terminate this Agreement by written notice to the other parties. If such notice of termination is exercised, the notice shall be given prior to April-July 1 of a calendar year, to be effective January 1 of the following calendar year.

**9. Default.** If either party fails to comply with any term of this Agreement within 30 days after written notice to so comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed as an immediate breach of this Agreement. In such case, the non-defaulting party may pursue against the defaulting party such remedies as provided by law or in equity, including without limitation, the right to specifically enforce this Agreement.

**10. Authority and Consents.** Each party represents and warrants to the other that each has the right, power, legal capacity, and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any other persons

are necessary in connection with it. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on behalf of each party. This Agreement has been duly and validly executed and delivered by each party to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms.

11. **Entire Agreement.** This Agreement and the Master Agreement constitute the entire agreement of the parties relating to the subject matter hereof, and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by the parties that are not expressly set forth in this Agreement. This Agreement may be modified or amended only by a separate writing signed by the parties.

12. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement shall remain in full force and effect.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Kansas.

CITY OF JUNCTION CITY, KANSAS

JUNCTION CITY AREA CHAMBER  
OF COMMERCE

\_\_\_\_\_  
PAT LANDES, Mayor  
Chairman  
Dated:

By: \_\_\_\_\_  
JUDD LIEBAU,

Dated:

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, City Clerk

GEARY COUNTY, KANSAS

By: \_\_\_\_\_  
LARRY HICKS, Chairperson  
Dated:

By: \_\_\_\_\_  
FLORENCE WHITEBREAD, Commissioner  
Dated:

By: \_\_\_\_\_  
BEN BENNETT, Commissioner  
Dated:

ATTEST: \_\_\_\_\_  
REBECCA BOSSEMEYER, County Clerk

EXHIBIT B

**SERVICE AGREEMENT  
AND  
RESOLUTION REGARDING  
THE CONVENTION AND VISITORS BUREAU, AND ITS ACTIVITIES**

This Service Agreement, made and entered into ~~this \_\_\_\_ day of September~~ effective as of January 1, -2014- 2013, (hereinafter referred to as the “Agreement”) by and between Geary County, Kansas, a political subdivision of the State of Kansas, by and through its Board of County Commissioners (hereinafter “County”); and the Junction City Area Chamber of Commerce (hereinafter “Chamber”), is made pursuant to the authority of K.S.A. 12-2901, et. seq.; this Service Agreement is entered into in connection with, and as a part of that Master Agreement, to-wit: Exhibit B, to be entered into by the County, the Chamber, the City of Junction City, and as approved by the Attorney General of the State of Kansas;

**WHEREAS**, K.S.A. 12-2901 provides that “municipalities,” i.e. cities and counties, may contract with each other to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform and may each or jointly contract with a private agency to do the same, and Geary County, Kansas, as a municipality and/or as a public agency, has expressed a desire through the exercise of its police powers to provide for the encouragement, promotion and development of conventions and tourism to further the economic development of Junction City and Geary County, by contracting for such services with the Chamber:

**NOW, THEREFORE**, in consideration of the purposes, the mutual convenience, and the public welfare, **BE IT HEREBY ORDAINED, RESOLVED AND AGREED** as follows:

1. **Acknowledgments.** The parties acknowledge that the County, by the promulgation of appropriate legislation pursuant to the authority of K.S.A. 12-1692, et. seq., has established a convention and visitors bureau (hereinafter “CVB”) and the “Convention and Tourism Committee” (hereinafter “advisory committee”) to make recommendations for the promotion of conventions and tourism, and has levied a statutorily authorized transient guest tax, from which the operations of its CVB are funded, and its expenditures are paid. The parties further acknowledge that the employees of the CVB are county employees and currently perform their duties under the supervision of the appointed executive director, subject to the approval of the advisory committee and the Board of County Commissioners.

2. **Purpose.** The purpose of this Agreement is to establish a format for the implementation of a program(s) to encourage, promote, and solicit tourism and conventions within Geary County, Kansas; to that end, the parties hereto agree to establish a “Conventions and Tourism Program”, subject to the acknowledgments and terms and conditions stated herein:

- a. **Convention and Tourism Promotion Program.** The County hereby engages and retains Chamber to manage and operate a “Conventions and Tourism Promotion Program”, and to render the services hereinafter contemplated, and Chamber hereby agrees to accept such engagement and to discharge its duties in accordance with the terms and conditions stated in the attachment to this Agreement;
- b. **Relationship of the Parties.** Chamber is engaged and retained as an independent contractor and not as an officer, agent or employee of the County;

- c. **Purpose of Convention and Tourism Promotion Program.** The “Convention and Tourism Promotion Programs” to be provided by Chamber shall encourage, promote and solicit tourism and conventions for Geary County according to an annual program attachment, to include a plan of work;
- d. **Program Recommendations.** The County has appointed an advisory committee which shall recommend to the Chamber programs of service and make recommendations for the expenditure of funds received from the “Hotel and Motel Transient Guest Tax”; as set forth in the Master Agreement, appropriate consideration shall continue to be given by the Chamber to the recommendations of the advisory committee in carrying out this agreement;

3. **Duration and Termination.** The duration of this Agreement shall begin on the “Effective Date”, as defined in Section 13 herein, and shall continue in effect until December 31, 2012, subject to the appropriation of the funds as agreed upon herein. This Agreement may be renewed for additional annual periods subject to modifications as may be agreed upon by the parties. Notwithstanding any language set forth herein, it is specifically understood and agreed that any obligation to make financial contributions or payments under this Agreement is contingent upon funds which may be generated, appropriated, and budgeted for such purposes, and which may be subject to the limitations of K.S.A. 10-1101, et seq., “the cash basis law”, unless otherwise specifically authorized as an exception thereto. Any intention to terminate this

agreement must be made in writing and directed to all parties as set out in Section 12, and such notice must provide no less than 120 days notice.

4. **CVB Staff.** The Conventions/Visitors Division of the Chamber shall be directed by Chamber staff who shall devote their time primarily to the promotion and solicitation of tourism and conventions for the County, and the County shall contribute to such staff the services of the current executive director and the current employees of the CVB, who shall remain as “County” employees for compensation and benefit purposes only, but who shall perform their duties under the supervision and exclusive direction of the Chamber and its “President”, subject to the rules and/or regulations and/or personnel policies enacted by the Junction City Area Chamber of Commerce.

It is the mutual goal of the parties hereto that the CVB Director and all CVB staff become exclusively employed by the Chamber (to include compensation and benefits) by January 1, 2013; provided, however, that the Chamber can and will provide benefits to those individuals which are equal to or better than those benefits which said employees currently enjoy. In the event that reasonably comparable benefits are not provided to those individuals, this issue will be reviewed annually until such point in time that those comparable benefits recited herein can be and are provided.

In the event any future CVB Executive Director or CVB Staff not referenced above are hired in addition to or in replacement of such current “County” employees, the parties agree such employees shall not be “County” employees, but rather, they will be exclusively Chamber employees whose benefits will be included in applicable proposed budgets.

5. **Financial Matters and Funding.** All funds received from the County shall be expended for the purposes stated hereinabove and to that end, to finance the operation of the same, the County agrees to fund its contribution to this agreement by paying the salaries and benefits of the CVB executive director and the CVB employees, and the CVB “Bond Payment,” in the amount of \$266,184.00, and by contributing to the Chamber’s budget for operational expenses the amount of \$211,349.00; the funds for the marketing portion of said budget shall be retained by the County and distributed through submitted vouchers to the County for payment as long as the expenditures are within the budget as approved by the County Commission at the beginning of the calendar year.

- a. **Budget.** By June 1 of each year, Chamber shall submit to the County a proposed operating budget for the Conventions and Tourism Division for the next operating year, and this budget shall be approved by the County during the annual budgetary process;
- b. **Projected Income.** Said budget shall reflect expected contributions from the County’s Transient Guest Tax, proceeds from the sale of program sponsorships and advertising, cash donations for certain events, and projected income from fees and activities; the County shall review the proposed budget and advise the Chamber of its response and any proposed changes. The Chamber shall then return a final budget for approval by the County in order to facilitate the overall budget for the County prior to final adoption;

- c. **Projected Expenditures.** The proposed budget also shall reflect projected expenditures to be made by Chamber for convention and tourism programs, and the requested contribution from the County for a reasonable pro-rata share of the Chamber's operating funds, including without limitation, chief executive officer salary and benefits, office space, equipment, supplies, reserves and utilities. This contribution shall be separate and apart from the salary and benefits paid by the County for the CVB executive director and CVB employees, who shall remain "County" employees as set forth in Section 4 above;
- d. **Allocation of Surplus/Deficit.** All related program income, and any program surplus or deficit accumulating after December 31 of each year shall be accounted for by the Chamber's Conventions and Visitors Business Division, and considered in determining the budget for the next operating year;
- e. **Disbursements and Allocations of Funds.** To partially fund the Chamber's Conventions and Tourism Division, as per the proposed budget, the County and Chamber intend that the County shall make disbursements to the Chamber of funds generated by the proceeds of the Transient Guest Tax received by the County. These disbursements shall occur within thirty (30) days after the County receives its quarterly disbursement of such tax revenue from the State of Kansas;

- f. **Inspection of Books and Records.** The County, upon reasonable notice to Chamber, retains the right to inspect all books and records of Chamber involving its use of Hotel and Motel Transient Guest Tax funds received under this Agreement. Chamber shall provide a copy of its annual audit, and a detailed written annual performance, in duplicate, to the County Clerk's Office.
- g. **Insurance.** Except as set forth in Section 6, below, for purposes of insuring the CVB and the County, the Chamber agrees to fund and maintain general and public liability, casualty and errors and omissions insurance.

6. **Personal Property.**

- a. **Existing Personal Property.** All personal property owned by the County and used by the CVB prior to execution of this Agreement shall remain the property of the County; provided, however, that the parties understand and agree that such personal property-, other than motor vehicles, may be utilized for purposes other than strictly CVB-related. The County hereby agrees to lease such equipment to the Chamber for a nominal amount so as to retain ownership of such personal property while providing for the continued usage of the same by Chamber staff. The County shall provide an inventory of personal property. The County will either insure such personal property on the same basis it did before entering into this Agreement or it will provide in its annual funding to the Chamber the

funds necessary for the Chamber to insure such personal property in a comparable manner.

- b. **Future Personal Property.** All personal property purchased with the funds budgeted pursuant to and after entering into this agreement shall become the property of the Chamber. Any capital improvements or additions not included in the previously approved budget must first be approved by the Board of Directors' County representative, after consultation with his or her governing body, such approval not to be unreasonably withheld. An inventory of all equipment purchased by the Chamber will be provided to the County Clerk. Should any party hereto withdraw from this Service Agreement upon proper notice or should the Chamber cease to perform the statutory objectives which form the basis of this Service Agreement, and dissolution subsequently occur, then upon that event all property purchased with funds from the County's transient guest tax shall revert to the CVB, in accordance with the inventory kept by the Chamber.

7. **Amendments.** This Agreement may be amended in any or all respects, but only by the written agreement of the parties hereto authorized by action of the governing bodies of the parties hereto. Any amendments must be approved by resolution of each governing body and executed by appropriate officials thereof.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and agents, subject only to

limitations imposed herein, or by operation of law; the parties hereto stipulate that each has received a copy of this Service Agreement.

9. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas, and the venue of any action to enforce this Agreement, or any dispute thereof, shall be in the District Court of Geary County, Kansas. The operations of the parties hereto, and their agencies, or any activities in furtherance of the purposes of this Service Agreement shall be subject to the Kansas Open Meetings and Open Records Acts.

10. **Prior Agreements.** Incorporated by reference into the Master Agreement as Exhibit B, this Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter of this specific Service Agreement and supersedes any and all prior agreements, negotiations and discussions pertaining thereto.

11. **Severance.** Should any part of this Agreement be declared invalid for any reason, such determination or finding shall not impair the validity or enforceability of any other section herein.

12. **Notices.** Any notice, request, demand or other communication required by this Agreement shall be in writing and shall be deemed duly given if personally delivered or if mailed, certified or registered mail, return receipt requested, postage prepaid, to the appropriate recipient thereof at the following addresses:

Board of County Commissioners  
Geary County, Kansas  
Geary County Office Building  
200 East 8<sup>th</sup> Street  
Junction City, KS 66441  
Attn: County Clerk  
785-238-3912

President/CEO  
Junction City Area Chamber of Commerce  
701 North Jefferson Street  
Junction City, KS 66441  
785-762-2632

13. **Effective Date.** This Agreement shall be effective upon its execution by the Board of County Commissioners and the Chamber's duly authorized representatives(s); the signing of the Master Agreement referenced above and the incorporated agreements involving the EDC and the MAC by the County, the City of Junction City, and the Chamber, and the approval of said Master Agreement and incorporated agreements by the Attorney General of the State of Kansas, because the Master Agreement is of the kind contemplated in K.S. A. 12-2901, rather than K.S.A. 12-2908. By affixing their signatures hereto, the parties to this Agreement aver that the appropriate action has been taken to approve this Agreement, subject to the approval of the Attorney General.

| For Geary County this \_\_\_\_\_ day of ~~September~~December, ~~2011~~ 2012.

**THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY, KANSAS**

\_\_\_\_\_  
**LARRY HICKS, Chairperson**

\_\_\_\_\_  
**FLORENCE WHITEBREAD, Commissioner**

\_\_\_\_\_  
**BEN BENNETT, Commissioner**

ATTEST:

\_\_\_\_\_  
**REBECCA BOSSEMEYER, County Clerk**

| For the Junction City Area Chamber of Commerce this \_\_\_\_\_ day of ~~September~~December, ~~2011~~ 2012

\_\_\_\_\_

| ~~Tom Silovsky~~Judd Liebau, Chairman

EXHIBIT C  
**MILITARY AFFAIRS SERVICES AGREEMENT**

This Military Affairs Services Agreement is made effective as of ~~the \_\_\_\_\_ day of September~~January 1, 2011 2013, by and between the City of Junction City, Kansas ("City") and Geary County, Kansas ("County") and the Junction City Area Chamber of Commerce ("Chamber").

RECITALS

A. Pursuant to a Master Agreement of even date (the "Master Agreement") among the City, the County and the Chamber, the City and the County wish to engage the Chamber to implement certain military affairs programs currently under the supervision of the Military Affairs Council ("MAC").

B. The Chamber wishes to perform the military affairs services currently performed by the MAC.

C. Funding for these services will be provided by an annual budget authorization.

D. While the City and County desire to continue to determine their level of funding for military affairs services as an annual budget authorization, the City, County and Chamber desire to state their agreement concerning military affairs services and the funding of those programs.

NOW, THEREFORE, in consideration of the reciprocal covenants stated herein, the City and County and Chamber hereby agree as follows:

1. **Military Affairs Services.** The City and County engage and retain Chamber to provide services (the "Military Affairs Services") for promoting the relationship between Fort Riley and the City and the County and to render the Military Affairs Services as hereinafter contemplated. Chamber agrees to accept such engagement and to discharge its duties in accordance with the terms and conditions stated in this Agreement and in the Master Agreement.

2. **Relations of the Parties.** Chamber is engaged and retained as an independent contractor and not as an officer, agent or employee of the City or County.

3. **Purpose of Military Affairs Services Program.** For purposes of this agreement, the proposed Military Affairs Services shall incorporate the following components:

- A. Source of Information between Fort Riley, City and County
- B. Support of Soldiers and their families
- C. Source for Civilian Requests of Military services
- D. Voice of City and County in Relationship with Fort Riley

4. **Chamber Staffing.** Chamber shall provide qualified and competent staff to provide the Military Affairs Services.

5. **Allocation and Disbursements of Funds.** Subject to annual appropriation of the City and County of funds by their respective Governing Bodies, the City and County express their intent to continue to provide an annual budget authorization to be paid through quarterly disbursements from the City and the County to Chamber for performing the Military Affairs ~~Services-Service~~. Such budget authorization for the calendar year 2013 is as follows:-

~~2012: \$44,000.00~~\$ \_\_\_\_\_, to be divided as follows: ~~\$22,000~~ \_\_\_\_\_ from the City;  
\$22,000 \_\_\_\_\_ from the County.

6. **Program Performance Reporting.** Upon the reasonable request of the City or County, but no more frequently than semi-annually, Chamber shall provide a report and presentation to their Governing Bodies regarding Military Affairs Services.

7. **Budgeting, Accounting, Inspection of Books and Records..** The Chamber shall establish a budget for the Military Affairs Services and show the City's and the County's contributions under this Agreement as a revenue source and the applicable expenditures allocated to the Military Affairs Services. Upon the reasonable request of the City or the County, but no more frequently than quarterly, Chamber shall report on the current status of the budget for Military Affairs Services. In addition, Chamber shall supply a copy of its annual audit, in duplicate, to the City Manager's office and to the Geary County Commissioners.

8. **Term of Agreement.** The ~~initial~~ term of this Agreement shall ~~be from the date this Agreement is approved by all parties through December 31, 2012 unless terminated earlier in accordance with this Agreement. The parties understand and agree that either begin on January 1, 2013 and terminate on December 31, 2013, and thereafter will automatically renew for successive additional one (1) year terms. Any party may terminate this Agreement by the City's or County's choice not to appropriate City or County funds for Military Affairs Services to be provided by Chamber.~~ written notice to the other parties. If such notice of termination is exercised, the notice shall be given prior to July 1 of a calendar year, to be effective January 1 of the following calendar year.

9. **Default.** If either party fails to comply with any term of this Agreement within 30 days after written notice to so comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed as an immediate breach of this Agreement. In such case, the non-defaulting party may pursue against the defaulting party such remedies as provided by law or in equity, including without limitation, the right to specifically enforce this Agreement.

10. **Authority and Consents.** Each party represents and warrants to the other that each has the right, power, legal capacity, and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any other persons are necessary in connection with it. The execution and delivery of this Agreement has been duly

authorized by all necessary corporate action on behalf of each party. This Agreement has been duly and validly executed and delivered by each party to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms.

11. **Entire Agreement.** This Agreement and the Master Agreement constitute the entire agreement of the parties relating to the subject matter hereof, and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by the parties that are not expressly set forth in this Agreement. This Agreement may be modified or amended only by a separate writing signed by the parties.

12. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement shall remain in full force and effect.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Kansas.

## **JUNCTION CITY AREA CHAMBER OF COMMERCE**

\_\_\_\_\_  
~~Tom Silovsky~~Judd Liebau, Chair

## **CITY OF JUNCTION CITY, KANSAS**

\_\_\_\_\_  
PAT LANDES, Mayor

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, City Clerk

## **THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY, KANSAS**

\_\_\_\_\_  
LARRY HICKS, Chairperson

\_\_\_\_\_  
FLORENCE WHITEBREAD, Commissioner

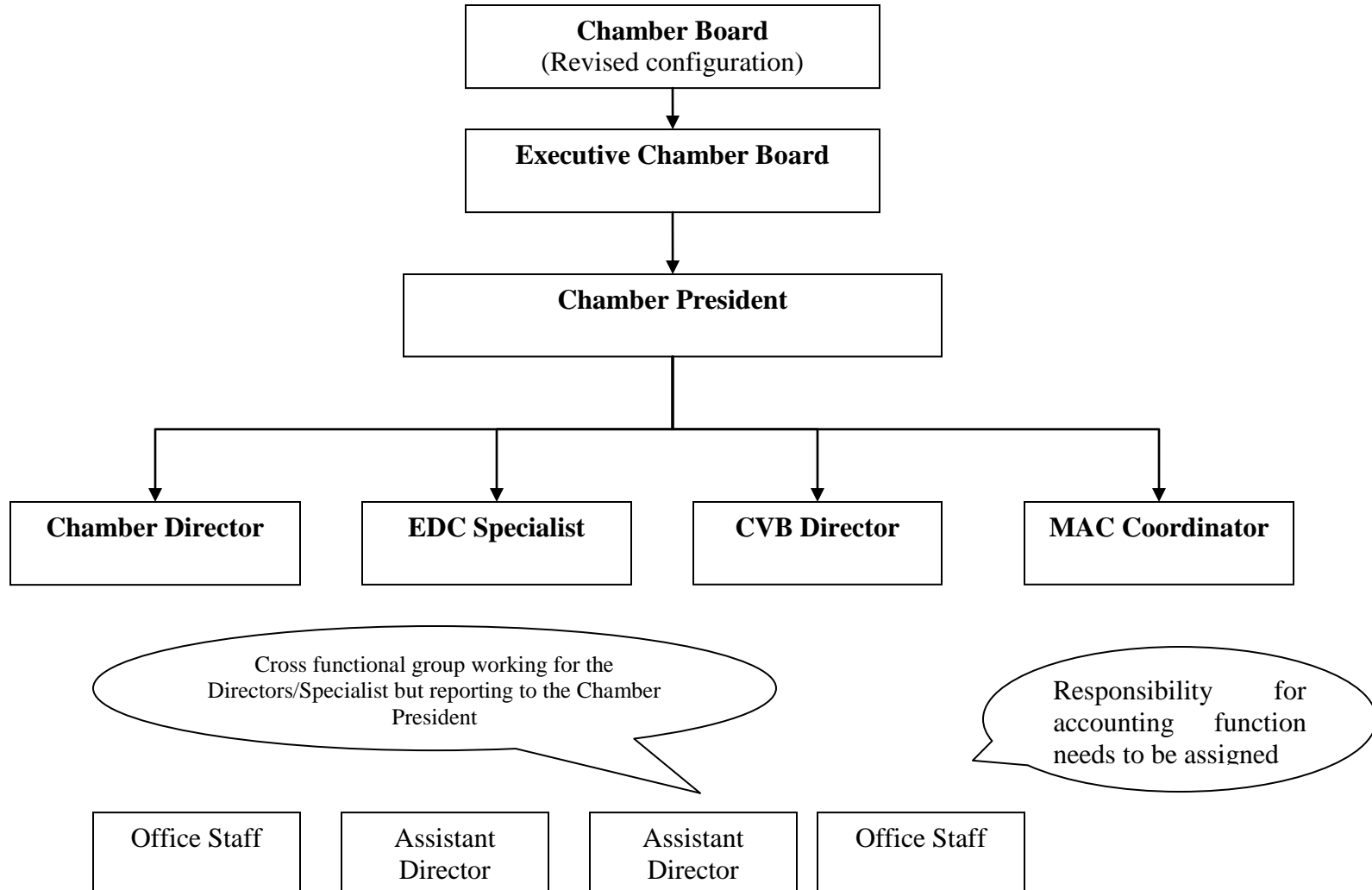
\_\_\_\_\_  
BEN BENNETT, Commissioner

ATTEST:

---

REBECCA BOSSEMEYER, County Clerk

EXHIBIT D  
Organization



GENERAL ORDINANCE ~~G-928~~  
GEARY COUNTY RESOLUTION ~~8-19-02~~

AN ORDINANCE OF THE CITY OF JUNCTION CITY, KANSAS AND A  
RESOLUTION OF GEARY COUNTY, KANSAS REESTABLISHING THE JOINT  
JUNCTION CITY/GEARY COUNTY ECONOMIC DEVELOPMENT  
COMMISSION

~~BE IT~~ BE IT RESOLVED by the Board of County Commissioners of Geary County, Kansas, being assembled in regular session in the office of the County Commissioners in Junction City, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, ~~2002~~2012; and

BE IT ORDAINED by the Governing Body of the City of Junction City, Kansas:

Section 1: Sections 110.010 through 110.090 are hereby ~~enacted as stated below~~ deleted and replaced with the following

~~Section 2:~~

ARTICLE I. ECONOMIC DEVELOPMENT ~~COMMISSION~~

SECTION 110.010: ~~JOINT BOARD~~ Economic Development

The City Commission of the City of Junction City, Kansas and the Board of Commissioners of Geary County hereby approve an Amended and Restated Master Agreement ("Master Agreement") and an Economic Development Services Agreement ("Economic Development Services Agreement"), both dated \_\_\_\_\_, \_\_\_\_ 2012, by and among the City of Junction City, the Geary County and the Junction City Area Chamber of Commerce, a Kansas Non-Profit Corporation (the "Chamber"), pursuant to which the Chamber will have an Economic Development Advisory Committee, appointed by the City, County and the Chamber, and the Chamber will perform certain economic development services for the City and County previously performed the Junction City-Geary County Joint Economic Development Commission, hereinafter referred to as the Prior Joint Board, established pursuant to General Ordinance G-928 approved by the City on August 22, 2002, and Resolution 8-19-02 adopted by the County on August 19, 2002 (the "Prior Joint Action"). The Board of Commissioners of Geary County and the City Commission of the City Junction City hereby confirm as long as the Master Agreement and the Economic Development Services Agreement remain in effect, the economic development activities previously performed by the Prior Joint Board will be performed by the Chamber with the support of the Economic Development Advisory Committee. The City and County also acknowledge and agree that the Prior Joint Board will be reestablished if, for any reason, the Master Agreement and the Economic Development Services Agreement are terminated.

~~There is hereby created (reestablished) the Junction City-Geary County Joint Economic Development Commission, hereinafter referred to as the Joint Board.~~

SECTION 110.020: ~~APPOINTMENT-QUALIFICATIONS-REESTABLISHMENT~~ --  
QUALIFICATIONS AND NUMBER OF MEMBERS

Only if the Master Agreement and the Economic Development Services Agreement are terminated, at such time there is hereby reestablished the Junction City-Geary County Joint Economic Development Commission, hereinafter referred to as the Reestablished Joint Board.

A. The Reestablished Joint Board shall consist of eleven (11) members appointed as follows:

1. The Mayor of Junction City, Kansas, with the consent of the Commission of the City of Junction City, Kansas, shall appoint a Commissioner of the City of Junction City, Kansas annually. The term of said City Commissioner shall be for one (1) year to commence on May first (1<sup>st</sup>) and expire on April thirtieth (30<sup>th</sup>) of each succeeding year.

2. The Chairman of the Board of County Commissioners, with the consent of the County Commissioners of Geary County, Kansas, shall appoint a Geary County Commissioner for a term of one year to begin the 2<sup>nd</sup> Monday of January each year.

3. The Mayor of Junction City, Kansas, with the consent of the Commission of the City of Junction City, Kansas, shall appoint four (4) additional members with staggered terms of three (3) years.

4. The Chairman of the Board of County Commissioners, with the consent of the County Commissioners of Geary County, Kansas, shall appoint three (3) additional members with staggered terms of three years.

5. The Mayor of the City of Junction City, Kansas, with the consent of the Commission of the City of Junction City and the Chairman of the Board of County Commissioners of Geary County, Kansas, with the consent of the Board of County Commissioners shall jointly appoint the remaining two (2) members for staggered terms of three (3) years.

~~6. Members of the Commission currently serving as of the date of approval of this ordinance/resolution shall continue to serve out the remainder of their respective terms.~~

B. In case of the death, incapacity, resignation or disqualification of any member, the Commission or Board making the appointment shall appoint another member for the unexpired term of such deceased, incapacitated, resigned or disqualified member. The Secretary or Chairman shall report attendance of members for each regularly scheduled and special meeting and any member failing to attend three (3) consecutive regular meetings without an excused absence shall be considered as disqualified hereunder. Any person shall be eligible for appointment by either Governing Body who resides in Geary County. All members, including the Chairman, shall have the right to take part in all discussions and to vote, except that any member who has a conflict of interest in regard to any proposal or matter under consideration by the Reestablished Joint Board shall disqualify himself/herself from the discussion and from voting. Members of the Reestablished Joint Board shall serve without compensation but may be reimbursed for expenses actually incurred in the performance of their duties.

## SECTION 110.030: ORGANIZATION AND MEETINGS

The Reestablished Joint Board shall convene for its first (1<sup>st</sup>) meeting at such time and place as shall be fixed by the Mayor of Junction City, Kansas, and the Chairman of the Board of County Commissioners, and shall thereupon move to elect officers, adopt by-laws and fix and determine times and places of future meetings. Said Reestablished Joint Board shall elect one (1) member as Chairman and one (1) member as Vice-Chairman for terms of one (1) year and/or until their successors have been elected and qualified. Special meetings of the Reestablished Joint Board may be called by the Chairman, or, in his/her absence, by the Vice-Chairman. A quorum of the Reestablished Joint Board shall consist of a simple majority of members. The Reestablished Joint Board shall designate a Secretary who need not be a member of the Reestablished Joint Board. The Secretary shall cause a proper record to be kept of all of the proceedings of the Reestablished Joint Board. The Secretary may be an officer or employee of the City of Junction City.

## SECTION 110-040: POWERS--DUTIES AND GENERAL PURPOSES

It shall be the duty and function of the Reestablished Joint Board to study, investigate and promote industrial development within Geary County, Kansas under the laws of the State of Kansas, and recommend the necessary expenditures and actions to accomplish these purposes.

## SECTION 110.050: FINANCING ECONOMIC DEVELOPMENT

A. In order to promote ~~industrial-economic~~ development ~~as above set forth in the City and County,~~ and to fund the economic development services activities which the Chamber will perform for the City and County pursuant to the Economic Development Services Agreement, or, if the Economic Developer Services Agreement terminates, the activities of the Reestablished Joint Board, the Commission of the City of Junction City, Kansas, shall levy a tax of one (1) mill upon the taxable tangible property within the City of Junction City, Kansas, as authorized by the Kansas Statutes and as previously approved by the electorate of the City of Junction City, Kansas.

B. The Board of County Commissioners of Geary County, Kansas, shall provide the amount that equals one-half (1/2) mill in accordance with K.S.A. 19-4102, as amended

C. If a tax is levied by the Board of County Commissioners pursuant to K.S.A. 19-4102, as amended, and such action is subjected to a vote of the qualified electors of Geary County, said vote nullifying the action of the Board of County Commissioners, then the obligation of Geary County under this Resolution shall be terminated.

D. The City Treasurer of the City of Junction City, Kansas, is hereby designated as the custodian and disbursing agent for the expenditures of funds and shall disburse said funds in accordance with the Economic Development Services Agreement upon authorization of the Commission of the City of Junction City, Kansas, or if the Economic Development Services Agreement is terminated, upon recommendation of the Reestablished Joint Board and

authorization of the Commission of the City of Junction City, Kansas. The Board of County Commissioners shall direct the County Treasurer to pay over the share of Geary County, as herein prescribed, directly to the City Treasurer of Junction City, Kansas.

E. If revenues provided above from the City and County and projected year end cash balance do not equal the annual budget [for the economic development activities](#) approved jointly by the City and County Commissions, the City will provide 60% of the additional funding and Geary County will provide 40% of the funding.

#### SECTION 110.060: EFFECTIVE DATE

This Joint Resolution and Article shall constitute an agreement between the City of Junction City, Kansas, and Geary County, Kansas, and shall also constitute a Resolution of the Board of County Commissioners and an Ordinance of the City of Junction City, Kansas, and shall be effective upon its passage and adoption by the Board of County Commissioners of Geary County, Kansas, and the Commission of Junction City, Kansas, acting separately and after its publication once as provided by law in the official City newspaper of Junction City, Kansas and in the official County newspaper of Geary County, Kansas. A fully executed and attested copy shall be filed with the County Clerk of Geary County, Kansas, and the City Clerk of Junction City, Kansas.

#### SECTION 110.070: SAVINGS CLAUSE

If this Joint Resolution and Article or any part thereof shall be held or determined to be unconstitutional, illegal, ultra vires, or void, the same shall not be held or construed to change or annul any provision hereof which may be legal or lawful, and in event this Joint Resolution and Article, or any part thereof, shall be held unconstitutional, illegal, ultra vires, or void, the same shall not affect any action heretofore taken by the [Reestablished](#) Joint Board as heretofore established and constituted.

#### SECTION 110.080: TERMINATION

Either of the Governing Bodies may cancel or terminate this agreement by written notice to the other Governing Body. If such notice of termination is exercised, the notice shall be given prior to April first (1<sup>st</sup>) of the year, to be effective at the end of the current budget year.

#### SECTION 110.090: CHAIRMAN MAY CALL UPON EMPLOYEES AND OFFICIALS

The Chairman of the [Reestablished](#) Joint Board may call upon any employee or official of the City of Junction City, Kansas, or Geary County, Kansas, for their advice and assistance in carrying out the terms of this Article and Resolution.

SECTION 3: ~~Article I of Title I of the Code of the City of Junction City, Kansas, 1994 (a codification of Junction City Ordinance G-348)~~ [G-928](#) is hereby repealed.

SECTION 4: County Resolution ~~\_\_\_\_\_~~ 8-19-02 is hereby repealed.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, ~~2002~~2012, after due consideration of ~~H~~all members being present and voting as follows:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Rebecca Bossemeyer  
County Clerk

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, ~~2002~~2012

\_\_\_\_\_  
Pat Landes, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken

City Clerk

Comparison Details	
Title	<b>pdfDocs compareDocs Comparison Results</b>
Date & Time	9/5/2012 4:47:52 PM
Comparison Time	0.72 seconds
compareDocs version	v3.4.2.19

Sources	
Original Document	[#19293202] [v1] Original Joint Ordinance.docx
Modified Document	[#19293169] [v1] Joint Ordinance Resolution re EDC funding 9-5-12.docx

Comparison Statistics	
Insertions	31
Deletions	11
Changes	9
Moves	0
TOTAL CHANGES	51

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
<del>Deletions</del>	
<u>Moves</u> / <del>Moves</del>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	ByAuthor
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate

Document View	Word	Print
Remove Personal Information	Word	False

GENERAL ORDINANCE \_\_\_\_\_  
GEARY COUNTY RESOLUTION \_\_\_\_\_

AN ORDINANCE OF THE CITY OF JUNCTION CITY, KANSAS AND A  
RESOLUTION OF GEARY COUNTY, KANSAS REESTABLISHING THE JOINT  
JUNCTION CITY/GEARY COUNTY ECONOMIC DEVELOPMENT  
COMMISSION

BE IT RESOLVED by the Board of County Commissioners of Geary County, Kansas, being assembled in regular session in the office of the County Commissioners in Junction City, Kansas on the \_\_\_\_\_ day of December, 2012; and

BE IT ORDAINED by the Governing Body of the City of Junction City, Kansas:

Section 1: Sections 110.010 through 110.090 are hereby deleted and replaced with the following

ARTICLE I. ECONOMIC DEVELOPMENT

SECTION 110.010: Economic Development

The City Commission of the City of Junction City, Kansas and the Board of Commissioners of Geary County hereby approve an Amended and Restated Master Agreement ("Master Agreement") and an Economic Development Services Agreement ("Economic Development Services Agreement"), both effective as of January 1, 2013, by and among the City of Junction City, the Geary County and the Junction City Area Chamber of Commerce, a Kansas Non-Profit Corporation (the "Chamber"), pursuant to which the Chamber will have an Economic Development Advisory Committee, appointed by the City, County and the Chamber, and the Chamber will perform certain economic development services for the City and County previously performed the Junction City-Geary County Joint Economic Development Commission, hereinafter referred to as the Prior Joint Board, established pursuant to General Ordinance G-928 approved by the City on August 22, 2002, and Resolution 8-19-02 adopted by the County on August 19, 2002 (the "Prior Joint Action"). The Board of Commissioners of Geary County and the City Commission of the City Junction City hereby confirm as long as the Master Agreement and the Economic Development Services Agreement remain in effect, the economic development activities previously performed by the Prior Joint Board will be performed by the Chamber with the support of the Economic Development Advisory Committee. The City and County also acknowledge and agree that the Prior Joint Board will be reestablished if, for any reason, the Master Agreement and the Economic Development Services Agreement are terminated.

SECTION 110.020: REESTABLISHMENT --QUALIFICATIONS AND NUMBER OF MEMBERS

Only if the Master Agreement and the Economic Development Services Agreement are terminated, at such time there is hereby reestablished the Junction City-Geary County Joint Economic Development Commission, hereinafter referred to as the Reestablished Joint Board.

A. The Reestablished Joint Board shall consist of eleven (11) members appointed as follows:

1. The Mayor of Junction City, Kansas, with the consent of the Commission of the City of Junction City, Kansas, shall appoint a Commissioner of the City of Junction City, Kansas annually. The term of said City Commissioner shall be for one (1) year to commence on May first (1<sup>st</sup>) and expire on April thirtieth (30<sup>th</sup>) of each succeeding year.

2. The Chairman of the Board of County Commissioners, with the consent of the County Commissioners of Geary County, Kansas, shall appoint a Geary County Commissioner for a term of one year to begin the 2<sup>nd</sup> Monday of January each year.

3. The Mayor of Junction City, Kansas, with the consent of the Commission of the City of Junction City, Kansas, shall appoint four (4) additional members with staggered terms of three (3) years.

4. The Chairman of the Board of County Commissioners, with the consent of the County Commissioners of Geary County, Kansas, shall appoint three (3) additional members with staggered terms of three years.

5. The Mayor of the City of Junction City, Kansas, with the consent of the Commission of the City of Junction City and the Chairman of the Board of County Commissioners of Geary County, Kansas, with the consent of the Board of County Commissioners shall jointly appoint the remaining two (2) members for staggered terms of three (3) years.

B. In case of the death, incapacity, resignation or disqualification of any member, the Commission or Board making the appointment shall appoint another member for the unexpired term of such deceased, incapacitated, resigned or disqualified member. The Secretary or Chairman shall report attendance of members for each regularly scheduled and special meeting and any member failing to attend three (3) consecutive regular meetings without an excused absence shall be considered as disqualified hereunder. Any person shall be eligible for appointment by either Governing Body who resides in Geary County. All members, including the Chairman, shall have the right to take part in all discussions and to vote, except that any member who has a conflict of interest in regard to any proposal or matter under consideration by the Reestablished Joint Board shall disqualify himself/herself from the discussion and from voting. Members of the Reestablished Joint Board shall serve without compensation but may be reimbursed for expenses actually incurred in the performance of their duties.

#### SECTION 110.030: ORGANIZATION AND MEETINGS

The Reestablished Joint Board shall convene for its first (1<sup>st</sup>) meeting at such time and place as shall be fixed by the Mayor of Junction City, Kansas, and the Chairman of the Board of County Commissioners, and shall thereupon move to elect officers, adopt by-laws and fix and determine

times and places of future meetings. Said Reestablished Joint Board shall elect one (1) member as Chairman and one (1) member as Vice-Chairman for terms of one (1) year and/or until their successors have been elected and qualified. Special meetings of the Reestablished Joint Board may be called by the Chairman, or, in his/her absence, by the Vice-Chairman. A quorum of the Reestablished Joint Board shall consist of a simple majority of members. The Reestablished Joint Board shall designate a Secretary who need not be a member of the Reestablished Joint Board. The Secretary shall cause a proper record to be kept of all of the proceedings of the Reestablished Joint Board. The Secretary may be an officer or employee of the City of Junction City.

#### SECTION 110-040: POWERS--DUTIES AND GENERAL PURPOSES

It shall be the duty and function of the Reestablished Joint Board to study, investigate and promote industrial development within Geary County, Kansas under the laws of the State of Kansas, and recommend the necessary expenditures and actions to accomplish these purposes.

#### SECTION 110.050: FINANCING ECONOMIC DEVELOPMENT

A. In order to promote economic development in the City and County, and to fund the economic development services activities which the Chamber will perform for the City and County pursuant to the Economic Development Services Agreement, or, if the Economic Development Services Agreement terminates, the activities of the Reestablished Joint Board, the Commission of the City of Junction City, Kansas, shall, subject to cash basis law and annual appropriation, levy a tax of one (1) mill upon the taxable tangible property within the City of Junction City, Kansas, as authorized by the Kansas Statutes and as previously approved by the electorate of the City of Junction City, Kansas.

B. The Board of County Commissioners of Geary County, Kansas, shall, subject to cash basis law and annual appropriation, provide the amount that equals one-half (1/2) mill in accordance with K.S.A. 19-4102, as amended

C. If a tax is levied by the Board of County Commissioners pursuant to K.S.A. 19-4102, as amended, and such action is subjected to a vote of the qualified electors of Geary County, said vote nullifying the action of the Board of County Commissioners, then the obligation of Geary County under this Resolution shall be terminated.

D. If the Economic Development Services Agreement terminates, and the Reestablished Joint Board becomes effective, the City Treasurer of the City of Junction City, Kansas, is hereby designated as the custodian and disbursing agent for the expenditures of funds and shall disburse said funds upon recommendation of the Reestablished Joint Board and authorization of the Commission of the City of Junction City, Kansas. The Board of County Commissioners shall direct the County Treasurer to pay over the share of Geary County, as herein prescribed, directly to the City Treasurer of Junction City, Kansas.

E. If revenues provided above from the City and County and projected year end cash balance do not equal the annual budget for the economic development activities approved jointly

by the City and County Commissions, the City will provide 60% of the additional funding and Geary County will provide 40% of the funding.

#### SECTION 110.060: EFFECTIVE DATE

This Joint Resolution and Article shall constitute an agreement between the City of Junction City, Kansas, and Geary County, Kansas, and shall also constitute a Resolution of the Board of County Commissioners and an Ordinance of the City of Junction City, Kansas, and shall be effective upon its passage and adoption by the Board of County Commissioners of Geary County, Kansas, and the Commission of Junction City, Kansas, acting separately and after its publication once as provided by law in the official City newspaper of Junction City, Kansas and in the official County newspaper of Geary County, Kansas. A fully executed and attested copy shall be filed with the County Clerk of Geary County, Kansas, and the City Clerk of Junction City, Kansas.

#### SECTION 110.070: SAVINGS CLAUSE

If this Joint Resolution and Article or any part thereof shall be held or determined to be unconstitutional, illegal, ultra vires, or void, the same shall not be held or construed to change or annul any provision hereof which may be legal or lawful, and in event this Joint Resolution and Article, or any part thereof, shall be held unconstitutional, illegal, ultra vires, or void, the same shall not affect any action heretofore taken by the Reestablished Joint Board as heretofore established and constituted.

#### SECTION 110.080: TERMINATION

Either of the Governing Bodies may cancel or terminate this agreement by written notice to the other Governing Body. If such notice of termination is exercised, the notice shall be given prior to July first (1<sup>st</sup>) of the year, to be effective at the end of the current budget year.

#### SECTION 110.090: CHAIRMAN MAY CALL UPON EMPLOYEES AND OFFICIALS

The Chairman of the Reestablished Joint Board may call upon any employee or official of the City of Junction City, Kansas, or Geary County, Kansas, for their advice and assistance in carrying out the terms of this Article and Resolution.

SECTION 3: Ordinance G-928 is hereby repealed.

SECTION 4: County Resolution 8-19-02 is hereby repealed.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY this \_\_\_\_\_ day of December, 2012, after due consideration of all members being present and voting as follows:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Rebecca Bossemeyer  
County Clerk

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS, THIS 4th DAY OF DECEMBER, 2012

\_\_\_\_\_  
Pat Landes, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken  
City Clerk

## AMENDED AND RESTATED MASTER AGREEMENT

This Amended and Restated Master Agreement ("Master Agreement"), effective as of January 1, 2013, is hereby entered into by and among the City of Junction City, Kansas, a municipal corporation (the "City"), Geary County, Kansas (the "County"), and the Junction City Area Chamber of Commerce, a Kansas Non-Profit Corporation (the "Chamber").

Effective as of January 1, 2013, this Master Agreement supersedes and replaces in its entirety the Master Agreement among the City, the County and the Chamber dated September 12, 2011 (the "Prior Master Agreement"), which document shall hereinafter be null, void and of no further effect.

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, City, County and Chamber hereby agree with each other as follows:

**WHEREAS**, pursuant to joint action designated as General Ordinance G-\_\_\_\_ approved by the City on December 4, 2012, and Resolution \_\_\_\_\_ adopted by the County on December \_\_, 2012 (the "Revised Joint Action"), the City and the County jointly revised and established the Junction City-Geary County Joint Economic Development Commission (the "EDC"), funded as provided in the Joint Action; and

**WHEREAS**, the Joint Action obligates the City or the County to fund the EDC from budget year to budget year, unless either party cancels the Joint Action by notice to the other prior to July 1 of any budget year, effective at the end of such budget year;

**WHEREAS**, the purpose of the EDC is to study, investigate and promote business development within Geary County, Kansas under the laws of the state of Kansas and recommend the necessary expenditures and actions to accomplish these purposes (the "Economic Development Services"); and

**WHEREAS**, pursuant to K.S.A. 12-1692 et. seq. and initial Resolution 3-20-78A, the County established the Geary County Convention and Visitors Bureau (the "CVB"), as authorized by statute, to-wit: K.S.A. 12-1697, and did, by the passage of Charter Resolution 11-28-89B set the transient guest tax utilized in Junction City and Geary County, Kansas, at the current rate of five percent (5%), for the purpose of promoting tourism and conventions and thus aiding in the economic development of Junction City and Geary County the County established the Geary County Convention & Visitors Bureau (the "CVB"); and

**WHEREAS**, the purpose of the CVB is to promoting tourism and conventions and thus aiding in the economic development of Junction City and Geary County (the "CVB Function"); and

**WHEREAS**, the Military Affairs Council ("MAC") currently exists as a volunteer board for the purpose of promoting the relationship between Fort Riley and the City and the County (the "Military Affairs Services"); and

**WHEREAS**, the Military Affairs Services are currently funded in whole by the County, and will be funded jointly by the County and the City in 2013; and

**WHEREAS**, the County and the City are authorized pursuant to the provisions of K.S.A. 12-2901 et. seq. to contract with each other to perform any governmental service, activity or undertaking which each contracting entity is authorized by law to perform and may each or jointly contract with a private agency to do the same, and

**WHEREAS**, to promote for economic efficiency and to maximize the effectiveness of the EDC, the CVB, the MAC and the Chamber, the City and the County deem it to be in the best interest of the citizens and taxpayers of the City and County to consolidate the EDC, the CVB and the MAC under a single organization, and to enter into agreements with the Chamber whereby the Chamber will modify its organizational structure, and as reorganized (hereinafter referred to as the "Reorganized Chamber" or "Chamber"), will enter into agreements with the County and the City to perform the Economic Development Services, the CVB Function and the Military Affairs Services; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

1. **Authority.** Pursuant to the authority set forth in K.S.A. 12-2901 et. seq., the County and the City enter into this Agreement to consolidate the EDC, the CVB and the MAC under the Reorganized Chamber, and to enter into agreements in the form attached hereto whereby the Reorganized Chamber will perform the Economic Development Services, the CVB Function and the Military Affairs Services for the County and the City. Pursuant to such authority, upon approval by the Attorney General, the County will file for recording an executed copy of this Agreement with the Register of Deeds of Geary County and will file a copy with the Kansas Secretary of State.

2. **Services.**

- a. The parties hereto agree that the Reorganized Chamber, the County and the City will enter into the Economic Development Services Agreement in the form attached hereto as **Exhibit A**, pursuant to which the Reorganized Chamber will perform the Economic Development Services as described therein.
- b. The parties hereto agree that the Reorganized Chamber and the County will enter into the Joint Service Agreement and Resolution Regarding the Convention and Visitors Bureau and Its Activities in the form attached hereto as **Exhibit B**, pursuant to which the Reorganized Chamber will perform the CVB Function as described therein.
- c. The parties hereto agree that the Reorganized Chamber, the County and the City will enter into the Military Affairs Services Agreement in the form attached

hereto as **Exhibit C**, pursuant to which the Reorganized Chamber will perform the Military Affairs Services as described therein.

3. **Reorganization.**

- a. The Chamber will retain the name of “The Junction City Area Chamber of Commerce.”
- b. The Chamber has amended its Bylaws to adopt the organizational structure described on the attached **Exhibit D** labeled “Chamber Structure” - consisting of a Board of Directors (described in more detail below), a President/CEO who shall report to the Board of Directors, and four advisory committees to be known individually as “Chamber Activities Advisory Committee,” “Convention & Visitors Advisory Committee,” “Economic Development Advisory Committee” and “Military Affairs Advisory Committee”(collectively the “Advisory Committees,” each of which shall report to the President/CEO).
- c. The Chamber will be governed by a Board (the “Board of Directors”) which will consist of thirteen members. All members of the Board of Directors shall be Chamber members. In addition, the members of the Board of Directors shall have the qualifications and shall be appointed as follows:

<b>JUNCTION CITY AREA CHAMBER OF COMMERCE BOARD OF DIRECTORS</b>	
<b><u>Qualification</u></b>	<b><u>Appointing Authority</u></b>
County Commissioner	County Commission
City Commissioner	City Commission
Representative of Chamber Activities Advisory Board	Initially approved by Chamber – after initial term appointed by Chamber Activities Advisory Committee
Representative Economic Development Advisory Committee	Initially appointed by the existing EDC Board – after initial term appointed by Economic Development Advisory Committee
Representative Convention & Visitors Advisory Committee	Initially appointed by the existing CVB Board– after initial term appointed by Convention & Visitors

	Advisory Committee
Representative Military Affairs Advisory Committee	Initially appointed by the existing MAC – after initial term appointed by Military Affairs Advisory Committee
Seven (7) at large	Initially appointed by the consolidation transition board– after initial term appointed by a vote of the remaining Board of Directors

- d. The initial term of office of each member of the Board of Directors commenced on the appointment and approval of such member in 2011 as provided in the previous section and ended on December 31, 2012. In 2011, the initial Board of Directors did provide for staggered terms of membership for the succeeding Board of Directors. Such framework is reflected in the Chamber’s new Bylaws.
- e. The Board of Directors has hired a President and Chief Executive Officer (the “President/CEO”) to oversee operations of the Chamber, to oversee all divisional staff, and to implement annual budgetary plans and programs approved by the Board of Directors.
- f. The Board of Directors will have complete authority over the President/CEO, subject to the provisions of this Master Agreement, the Advisory Committees, and will set all policies, budgets, annual business and strategic plans for the Chamber.
- g. The Chamber has established and will maintain four business divisions (collectively, “Business Divisions”) and hire staff for each business division who will report to the President/CEO. The Business Divisions will be known individually as: the Chamber Activities Business Division, the Economic Development Business Division, the Convention and Visitors Business Division and the Military Affairs Business Division.

(i) The Chamber Activities Business Division will be solely responsible for performing chamber of commerce functions currently performed by the Chamber, and such other functions as approved by the Board of Directors. The Chamber Activities Business Division will be solely responsible for performing chamber of commerce functions currently performed by the Chamber, and such other functions as approved by the Board of Directors. The function of the Chamber Activities Business Division is to advance the civic, industrial, commercial, agricultural, and general interest of Geary County and the region. This is accomplished by working with, and maintaining certain confidential

demographic data of, Chamber members, providing educational forums, sponsoring events and activities for Chamber members, including networking events and business openings, informational and educational forums and business development opportunities for its members, monitoring and providing information to Chamber members concerning federal, state and local laws and regulations which might impact the business community, and periodically conducting fundraisers and capital campaigns to foster the growth, development and effectiveness of the Chamber.

(ii) The Economic Development Business Division will be primarily responsible for performing the Economic Development Services and such other functions as approved by the Board of Directors.

(iii) The Convention and Visitors Business Division will be primarily responsible for performing the CVB Function and such other functions as approved by the Board of Directors.

(iv) The Military Affairs Division will be primarily responsible for performing the Military Affairs Services and such other functions as approved by the Board of Directors.

- h. The Board of Directors in its sole discretion, but with advice from the Advisory Committees, will set the budget for each business division for each calendar year, as, with respect to EDC, CVB and MAC budgets, more fully set forth in the Economic Development Services Agreement, the Service Agreement and Resolution Regarding the Convention and Visitors Bureau and Its Activities, and the Military Affairs Services Agreement attached hereto as Exhibits A, B and C.
  - i. The appointments to the Convention & Visitors Advisory Committee and Military Affairs Advisory Committee will continue to be made in the same manner as is currently in effect at the time of the execution of the Prior Master Agreement and the respective services agreements, with the recommendations of the Board of Directors to be taken into consideration by the governing bodies responsible for making such appointments, before such appointments are finalized. The appointments to the Economic Development Advisory Committee shall be made as provided in the Economic Development Services Agreement
4. **Financing and Budget.** The manner of budgeting for and financing the performance by the Reorganized Chamber of the Economic Development Services, the CVB Function and the Military Affairs Services shall be as set forth in the Economic Development Services Agreement, the Joint Service Agreement and Resolution Regarding the Convention and Visitors Bureau and Its Activities, and the Military Affairs Services Agreement attached hereto as Exhibits A, B and C.

5. **Term and Termination.** The term of this Agreement shall begin on January 1, 2013 and terminate on December 31, 2013, and thereafter will automatically renew for successive additional one (1) year terms. Any party may terminate this Agreement by written notice to the other parties. If such notice of termination is exercised, the notice shall be given prior to July 1 of a calendar year, to be effective January 1 of the following calendar year.
6. **Chamber Offices.** It is the intent of the parties to bring all functions of the Chamber (Chamber, EDC, CVB and MAC) into one central location as soon as reasonably possible and feasible.
7. **KORA and KOMA.** All functions of the Economic Development Business Division, including the meetings of the Economic Development Advisory Committee and agenda items of meetings of the Board of Directors relating to the Economic Development Services, of the Convention Visitors Business Division, including the meetings of the Convention Visitors Advisory Committee and agenda items of meetings of the Board of Directors relating to the CVB function of the Chamber and its Committees relating to Military Affairs Services, and of the Chamber Activities Business Division which are directly related to public funding shall be subject to the Kansas Open Records Act and the Kansas Open Meetings Act; however, any functions engaged in or performed by the Chambers Activities Business Division, as described in section 3(g)(i) above, and which are unrelated to the Economic Development Business Division functions, the Convention Visitors Business Division functions, or to Military Affairs Services, shall be exempt from KORA and/or KOMA.
8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
9. **Entire Agreement.** This Agreement, including all Exhibits which are incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City, the County and the Chamber, and attached hereto.
10. **Assignment.** Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City, the County and Chamber. No party shall not assign any interest in this Agreement without the prior written consent of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year set forth below.

CITY OF JUNCTION CITY, KANSAS

JUNCTION CITY AREA CHAMBER  
OF COMMERCE

\_\_\_\_\_  
PAT LANDES, Mayor

Dated:

\_\_\_\_\_  
JUDD LIEBAU, Chairman

Dated:

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, City Clerk

GEARY COUNTY, KANSAS

By: \_\_\_\_\_

LARRY HICKS, Chairman

Dated:

By: \_\_\_\_\_

FLORENCE WHITEBREAD, Commissioner

Dated:

By: \_\_\_\_\_

BEN BENNETT, Commissioner

Dated:

ATTEST: \_\_\_\_\_

REBECCA BOSSEMEYER, County Clerk

Approved pursuant to K.S.A. §12-2904(g):

---

**Office of the Attorney General of Kansas**

EXHIBIT A  
**ECONOMIC DEVELOPMENT  
SERVICES AGREEMENT**

This Economic Development Services Agreement is made effective as of January 1, 2013, by and between the City of Junction City, Kansas ( "City") and Geary County, Kansas ("County") and the Junction City Area Chamber of Commerce, soon to be known as "The Junction City/Geary County Chamber of Commerce" (the "Chamber"),

RECITALS

A. Pursuant to a Master Agreement of even date (the "Master Agreement") among the City, the County and the Chamber, the City and County wish to engage the Chamber to implement certain economic development programs currently under the supervision of the Junction City-Geary County Joint Economic Development Commission (the "EDC Board")

B. The parties hereto mutually desire to have the Chamber perform the economic development services currently performed by the EDC Board.

C. Funding for these services will be provided by an annual budget authorization of the City and the County.

D. While the City and County desire to continue to determine their level of funding for economic development services as an annual budget authorization, parties hereto mutually desire to state their agreement concerning economic development services and the funding of those services.

NOW, THEREFORE, in consideration of the reciprocal covenants stated herein, the City and County and Chamber hereby agree as follows:

1. **Economic Development Services.** The City and County engage and retain Chamber to provide services ("Economic Development Services") as hereinafter contemplated. Chamber agrees to accept such engagement and to discharge its duties in accordance with the terms and conditions stated in this Agreement and in the Master Agreement.

2. **Relations of the Parties.** Chamber is engaged and retained as an independent contractor and not as an officer, agent or employee of the City or County.

3. **Size and Appointments to the Economic Development Advisory Committee.** Effective January 1, 2013, the Economic Development Advisory Committee shall consist of seven (7) voting members and two (2) ex officio nonvoting members, appointed as follows:

Prior to January 1, 2013, the Mayor of Junction City, with the consent of the City Commission, appointed 3 members ("City Members"), with staggered terms of 1, 2 and 3

years. Thereafter, prior to January 1 of each calendar year, the Mayor, with the consent of the City Commission, shall appoint a member to succeed the City Member whose term is expiring, such appointment to be for a 3 year term. Beginning with the calendar year 2013, City Members may not serve for a consecutive term of more than 6 years.

Prior to January 1, 2013, the Chairman of the Board of County Commissioners, with the of the County Commission, appointed 3 members ("County Members"), with staggered terms of 1, 2 and 3 years. Thereafter, prior to January 1 of each calendar year, the Chairman, with the consent of the County Commission, shall appoint member to succeed the County Member whose term is expiring, such appointment to be for a 3 year term. Beginning with the calendar year 2013, County Members may not serve for a consecutive term of more than 6 years.

Prior to January 1, 2013, the Board of Directors of the Chamber appointed a member ("Chamber Member") for a term of 3 years. Beginning with the calendar year 2013, the Chamber Member may not serve for a consecutive term of more than 6 years.

The City Commission shall annually appoint a member of the City Commission to serve as an ex officio nonvoting member of the Economic Development Advisory Committee.

The County Commission shall annually appoint a member of the County Commission to serve as an ex officio nonvoting member of the Economic Development Advisory Committee.

3. **Purpose of Economic Development Program.** For purposes of this Agreement, the Economic Development Services shall incorporate the following components:

- A. Workforce Development
- B. Existing Business Expansion & Retention
- C. New Business Attraction
- D. Retail Development
- E. Research and Planning
- F. Organizational Capacity and Facility Development

4. **Allocation and Disbursements of Funds.** Subject to annual appropriation of the City and County of funds by their respective Governing Bodies, the City and County express their intent to continue to provide an annual budget authorization to be paid through quarterly disbursements from the City and the County to Chamber for performing the Economic Development Services. Such budget authorization for the calendar year 2013 is as follows:

\$ \_\_\_\_\_, to be divided as follows: \$ \_\_\_\_\_ from the City; \$ \_\_\_\_\_ from the County.

6. **Program Performance Reporting.** Semiannually, during the months of July and December, the Chamber shall provide a report and presentation to their Governing Bodies of the City and the County regarding the Economic Development Services.

7. **Budgeting, Accounting, Inspection of Books and Records.** The Chamber shall establish a budget for the Economic Development Services and show the City's and the County's contributions under this Agreement as a revenue source and the applicable expenditures allocated to the Economic Development Services. Semiannually, during the months of July and December, the Chamber shall report on the current status of the budget for Economic Development Services. In addition, Chamber shall supply a copy of its annual audit, in duplicate, to the City Manager's office and to the Geary County Commissioners.

8. **Term of Agreement.** The term of this Agreement shall begin on January 1, 2013 and terminate on December 31, 2013, and thereafter will automatically renew for successive additional one (1) year terms. Any party may terminate this Agreement by written notice to the other parties. If such notice of termination is exercised, the notice shall be given prior to July 1 of a calendar year, to be effective January 1 of the following calendar year.

9. **Default.** If either party fails to comply with any term of this Agreement within 30 days after written notice to so comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed as an immediate breach of this Agreement. In such case, the non-defaulting party may pursue against the defaulting party such remedies as provided by law or in equity, including without limitation, the right to specifically enforce this Agreement.

10. **Authority and Consents.** Each party represents and warrants to the other that each has the right, power, legal capacity, and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any other persons are necessary in connection with it. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on behalf of each party. This Agreement has been duly and validly executed and delivered by each party to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms.

11. **Entire Agreement.** This Agreement and the Master Agreement constitute the entire agreement of the parties relating to the subject matter hereof, and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by the parties that are not expressly set forth in this Agreement. This Agreement may be modified or amended only by a separate writing signed by the parties.

12. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement shall remain in full force and effect.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Kansas.

CITY OF JUNCTION CITY, KANSAS

JUNCTION CITY AREA CHAMBER  
OF COMMERCE

\_\_\_\_\_  
PAT LANDES, Mayor

Dated:

By: \_\_\_\_\_

JUDD LIEBAU, Chairman

Dated:

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, City Clerk

GEARY COUNTY, KANSAS

By: \_\_\_\_\_

LARRY HICKS, Chairperson

Dated:

By: \_\_\_\_\_

FLORENCE WHITEBREAD, Commissioner

Dated:

By: \_\_\_\_\_

BEN BENNETT, Commissioner

Dated:

ATTEST: \_\_\_\_\_

REBECCA BOSSEMEYER, County Clerk

EXHIBIT B

**SERVICE AGREEMENT  
AND  
RESOLUTION REGARDING  
THE CONVENTION AND VISITORS BUREAU, AND ITS ACTIVITIES**

This Service Agreement, made and entered into effective as of January 1, 2013, (hereinafter referred to as the “Agreement”) by and between Geary County, Kansas, a political subdivision of the State of Kansas, by and through its Board of County Commissioners (hereinafter “County”); and the Junction City Area Chamber of Commerce (hereinafter “Chamber”), is made pursuant to the authority of K.S.A. 12-2901, et. seq.; this Service Agreement is entered into in connection with, and as a part of that Master Agreement, to-wit: Exhibit B, to be entered into by the County, the Chamber, the City of Junction City, and as approved by the Attorney General of the State of Kansas;

**WHEREAS**, K.S.A. 12-2901 provides that “municipalities,” i.e. cities and counties, may contract with each other to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform and may each or jointly contract with a private agency to do the same, and Geary County, Kansas, as a municipality and/or as a public agency, has expressed a desire through the exercise of its police powers to provide for the encouragement, promotion and development of conventions and tourism to further the economic development of Junction City and Geary County, by contracting for such services with the Chamber:

**NOW, THEREFORE**, in consideration of the purposes, the mutual convenience, and the public welfare, **BE IT HEREBY ORDAINED, RESOLVED AND AGREED** as follows:

1. **Acknowledgments.** The parties acknowledge that the County, by the promulgation of appropriate legislation pursuant to the authority of K.S.A. 12-1692, et. seq., has established a convention and visitors bureau (hereinafter “CVB”) and the “Convention and Tourism Committee” (hereinafter “advisory committee”) to make recommendations for the promotion of conventions and tourism, and has levied a statutorily authorized transient guest tax, from which the operations of its CVB are funded, and its expenditures are paid. The parties further acknowledge that the employees of the CVB are county employees and currently perform their duties under the supervision of the appointed executive director, subject to the approval of the advisory committee and the Board of County Commissioners.

2. **Purpose.** The purpose of this Agreement is to establish a format for the implementation of a program(s) to encourage, promote, and solicit tourism and conventions within Geary County, Kansas; to that end, the parties hereto agree to establish a “Conventions and Tourism Program”, subject to the acknowledgments and terms and conditions stated herein:

- a. **Convention and Tourism Promotion Program.** The County hereby engages and retains Chamber to manage and operate a “Conventions and Tourism Promotion Program”, and to render the services hereinafter contemplated, and Chamber hereby agrees to accept such engagement and to discharge its duties in accordance with the terms and conditions stated in the attachment to this Agreement;
- b. **Relationship of the Parties.** Chamber is engaged and retained as an independent contractor and not as an officer, agent or employee of the County;

- c. **Purpose of Convention and Tourism Promotion Program.** The “Convention and Tourism Promotion Programs” to be provided by Chamber shall encourage, promote and solicit tourism and conventions for Geary County according to an annual program attachment, to include a plan of work;
- d. **Program Recommendations.** The County has appointed an advisory committee which shall recommend to the Chamber programs of service and make recommendations for the expenditure of funds received from the “Hotel and Motel Transient Guest Tax”; as set forth in the Master Agreement, appropriate consideration shall continue to be given by the Chamber to the recommendations of the advisory committee in carrying out this agreement;

3. **Duration and Termination.** The duration of this Agreement shall begin on the “Effective Date”, as defined in Section 13 herein, and shall continue in effect until December 31, 2012, subject to the appropriation of the funds as agreed upon herein. This Agreement may be renewed for additional annual periods subject to modifications as may be agreed upon by the parties. Notwithstanding any language set forth herein, it is specifically understood and agreed that any obligation to make financial contributions or payments under this Agreement is contingent upon funds which may be generated, appropriated, and budgeted for such purposes, and which may be subject to the limitations of K.S.A. 10-1101, et seq., “the cash basis law”, unless otherwise specifically authorized as an exception thereto. Any intention to terminate this

agreement must be made in writing and directed to all parties as set out in Section 12, and such notice must provide no less than 120 days notice.

4. **CVB Staff.** The Conventions/Visitors Division of the Chamber shall be directed by Chamber staff who shall devote their time primarily to the promotion and solicitation of tourism and conventions for the County, and the County shall contribute to such staff the services of the current executive director and the current employees of the CVB, who shall remain as “County” employees for compensation and benefit purposes only, but who shall perform their duties under the supervision and exclusive direction of the Chamber and its “President”, subject to the rules and/or regulations and/or personnel policies enacted by the Junction City Area Chamber of Commerce.

It is the mutual goal of the parties hereto that the CVB Director and all CVB staff become exclusively employed by the Chamber (to include compensation and benefits) by January 1, 2013; provided, however, that the Chamber can and will provide benefits to those individuals which are equal to or better than those benefits which said employees currently enjoy. In the event that reasonably comparable benefits are not provided to those individuals, this issue will be reviewed annually until such point in time that those comparable benefits recited herein can be and are provided.

In the event any future CVB Executive Director or CVB Staff not referenced above are hired in addition to or in replacement of such current “County” employees, the parties agree such employees shall not be “County” employees, but rather, they will be exclusively Chamber employees whose benefits will be included in applicable proposed budgets.

5. **Financial Matters and Funding.** All funds received from the County shall be expended for the purposes stated hereinabove and to that end, to finance the operation of the same, the County agrees to fund its contribution to this agreement by paying the salaries and benefits of the CVB executive director and the CVB employees, and the CVB “Bond Payment,” in the amount of \$266,184.00, and by contributing to the Chamber’s budget for operational expenses the amount of \$211,349.00; the funds for the marketing portion of said budget shall be retained by the County and distributed through submitted vouchers to the County for payment as long as the expenditures are within the budget as approved by the County Commission at the beginning of the calendar year.

- a. **Budget.** By June 1 of each year, Chamber shall submit to the County a proposed operating budget for the Conventions and Tourism Division for the next operating year, and this budget shall be approved by the County during the annual budgetary process;
- b. **Projected Income.** Said budget shall reflect expected contributions from the County’s Transient Guest Tax, proceeds from the sale of program sponsorships and advertising, cash donations for certain events, and projected income from fees and activities; the County shall review the proposed budget and advise the Chamber of its response and any proposed changes. The Chamber shall then return a final budget for approval by the County in order to facilitate the overall budget for the County prior to final adoption;

- c. **Projected Expenditures.** The proposed budget also shall reflect projected expenditures to be made by Chamber for convention and tourism programs, and the requested contribution from the County for a reasonable pro-rata share of the Chamber's operating funds, including without limitation, chief executive officer salary and benefits, office space, equipment, supplies, reserves and utilities. This contribution shall be separate and apart from the salary and benefits paid by the County for the CVB executive director and CVB employees, who shall remain "County" employees as set forth in Section 4 above;
- d. **Allocation of Surplus/Deficit.** All related program income, and any program surplus or deficit accumulating after December 31 of each year shall be accounted for by the Chamber's Conventions and Visitors Business Division, and considered in determining the budget for the next operating year;
- e. **Disbursements and Allocations of Funds.** To partially fund the Chamber's Conventions and Tourism Division, as per the proposed budget, the County and Chamber intend that the County shall make disbursements to the Chamber of funds generated by the proceeds of the Transient Guest Tax received by the County. These disbursements shall occur within thirty (30) days after the County receives its quarterly disbursement of such tax revenue from the State of Kansas;

- f. **Inspection of Books and Records.** The County, upon reasonable notice to Chamber, retains the right to inspect all books and records of Chamber involving its use of Hotel and Motel Transient Guest Tax funds received under this Agreement. Chamber shall provide a copy of its annual audit, and a detailed written annual performance, in duplicate, to the County Clerk's Office.
- g. **Insurance.** Except as set forth in Section 6, below, for purposes of insuring the CVB and the County, the Chamber agrees to fund and maintain general and public liability, casualty and errors and omissions insurance.

6. **Personal Property.**

- a. **Existing Personal Property.** All personal property owned by the County and used by the CVB prior to execution of this Agreement shall remain the property of the County; provided, however, that the parties understand and agree that such personal property, other than motor vehicles, may be utilized for purposes other than strictly CVB-related. The County hereby agrees to lease such equipment to the Chamber for a nominal amount so as to retain ownership of such personal property while providing for the continued usage of the same by Chamber staff. The County shall provide an inventory of personal property. The County will either insure such personal property on the same basis it did before entering into this Agreement or it will provide in its annual funding to the Chamber the

funds necessary for the Chamber to insure such personal property in a comparable manner.

- b. **Future Personal Property.** All personal property purchased with the funds budgeted pursuant to and after entering into this agreement shall become the property of the Chamber. Any capital improvements or additions not included in the previously approved budget must first be approved by the Board of Directors' County representative, after consultation with his or her governing body, such approval not to be unreasonably withheld. An inventory of all equipment purchased by the Chamber will be provided to the County Clerk. Should any party hereto withdraw from this Service Agreement upon proper notice or should the Chamber cease to perform the statutory objectives which form the basis of this Service Agreement, and dissolution subsequently occur, then upon that event all property purchased with funds from the County's transient guest tax shall revert to the CVB, in accordance with the inventory kept by the Chamber.

7. **Amendments.** This Agreement may be amended in any or all respects, but only by the written agreement of the parties hereto authorized by action of the governing bodies of the parties hereto. Any amendments must be approved by resolution of each governing body and executed by appropriate officials thereof.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and agents, subject only to

limitations imposed herein, or by operation of law; the parties hereto stipulate that each has received a copy of this Service Agreement.

9. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas, and the venue of any action to enforce this Agreement, or any dispute thereof, shall be in the District Court of Geary County, Kansas. The operations of the parties hereto, and their agencies, or any activities in furtherance of the purposes of this Service Agreement shall be subject to the Kansas Open Meetings and Open Records Acts.

10. **Prior Agreements.** Incorporated by reference into the Master Agreement as Exhibit B, this Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter of this specific Service Agreement and supersedes any and all prior agreements, negotiations and discussions pertaining thereto.

11. **Severance.** Should any part of this Agreement be declared invalid for any reason, such determination or finding shall not impair the validity or enforceability of any other section herein.

12. **Notices.** Any notice, request, demand or other communication required by this Agreement shall be in writing and shall be deemed duly given if personally delivered or if mailed, certified or registered mail, return receipt requested, postage prepaid, to the appropriate recipient thereof at the following addresses:

Board of County Commissioners  
Geary County, Kansas  
Geary County Office Building  
200 East 8<sup>th</sup> Street  
Junction City, KS 66441  
Attn: County Clerk  
785-238-3912

President/CEO  
Junction City Area Chamber of Commerce  
701 North Jefferson Street  
Junction City, KS 66441  
785-762-2632

13. **Effective Date.** This Agreement shall be effective upon its execution by the Board of County Commissioners and the Chamber's duly authorized representatives(s); the signing of the Master Agreement referenced above and the incorporated agreements involving the EDC and the MAC by the County, the City of Junction City, and the Chamber, and the approval of said Master Agreement and incorporated agreements by the Attorney General of the State of Kansas, because the Master Agreement is of the kind contemplated in K.S. A. 12-2901, rather than K.S.A. 12-2908. By affixing their signatures hereto, the parties to this Agreement aver that the appropriate action has been taken to approve this Agreement, subject to the approval of the Attorney General.

For Geary County this \_\_\_\_\_ day of December, 2012.

**THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY, KANSAS**

\_\_\_\_\_  
**LARRY HICKS, Chairperson**

\_\_\_\_\_  
**FLORENCE WHITEBREAD, Commissioner**

\_\_\_\_\_  
**BEN BENNETT, Commissioner**

ATTEST:

\_\_\_\_\_  
**REBECCA BOSSEMEYER, County Clerk**

For the Junction City Area Chamber of Commerce this \_\_\_\_\_ day of December, 2012

\_\_\_\_\_  
Judd Liebau, Chairman

EXHIBIT C  
**MILITARY AFFAIRS SERVICES AGREEMENT**

This Military Affairs Services Agreement is made effective as of January 1, 2013, by and between the City of Junction City, Kansas ("City") and Geary County, Kansas ("County") and the Junction City Area Chamber of Commerce ("Chamber").

RECITALS

A. Pursuant to a Master Agreement of even date (the "Master Agreement") among the City, the County and the Chamber, the City and the County wish to engage the Chamber to implement certain military affairs programs currently under the supervision of the Military Affairs Council ("MAC").

B. The Chamber wishes to perform the military affairs services currently performed by the MAC.

C. Funding for these services will be provided by an annual budget authorization.

D. While the City and County desire to continue to determine their level of funding for military affairs services as an annual budget authorization, the City, County and Chamber desire to state their agreement concerning military affairs services and the funding of those programs.

NOW, THEREFORE, in consideration of the reciprocal covenants stated herein, the City and County and Chamber hereby agree as follows:

1. **Military Affairs Services.** The City and County engage and retain Chamber to provide services (the "Military Affairs Services") for promoting the relationship between Fort Riley and the City and the County and to render the Military Affairs Services as hereinafter contemplated. Chamber agrees to accept such engagement and to discharge its duties in accordance with the terms and conditions stated in this Agreement and in the Master Agreement.

2. **Relations of the Parties.** Chamber is engaged and retained as an independent contractor and not as an officer, agent or employee of the City or County.

3. **Purpose of Military Affairs Services Program.** For purposes of this agreement, the proposed Military Affairs Services shall incorporate the following components:

- A. Source of Information between Fort Riley, City and County
- B. Support of Soldiers and their families
- C. Source for Civilian Requests of Military services
- D. Voice of City and County in Relationship with Fort Riley

4. **Chamber Staffing.** Chamber shall provide qualified and competent staff to provide the Military Affairs Services.

5. **Allocation and Disbursements of Funds.** Subject to annual appropriation of the City and County of funds by their respective Governing Bodies, the City and County express their intent to continue to provide an annual budget authorization to be paid through quarterly disbursements from the City and the County to Chamber for performing the Military Affairs Service. Such budget authorization for the calendar year 2013 is as follows:

\$ \_\_\_\_\_, to be divided as follows: \$ \_\_\_\_\_ from the City; \$ \_\_\_\_\_ from the County.

6. **Program Performance Reporting.** Upon the reasonable request of the City or County, but no more frequently than semi-annually, Chamber shall provide a report and presentation to their Governing Bodies regarding Military Affairs Services.

7. **Budgeting, Accounting, Inspection of Books and Records..** The Chamber shall establish a budget for the Military Affairs Services and show the City's and the County's contributions under this Agreement as a revenue source and the applicable expenditures allocated to the Military Affairs Services. Upon the reasonable request of the City or the County, but no more frequently than quarterly, Chamber shall report on the current status of the budget for Military Affairs Services. In addition, Chamber shall supply a copy of its annual audit, in duplicate, to the City Manager's office and to the Geary County Commissioners.

8. **Term of Agreement.** The term of this Agreement shall begin on January 1, 2013 and terminate on December 31, 2013, and thereafter will automatically renew for successive additional one (1) year terms. Any party may terminate this Agreement by written notice to the other parties. If such notice of termination is exercised, the notice shall be given prior to July 1 of a calendar year, to be effective January 1 of the following calendar year.

9. **Default.** If either party fails to comply with any term of this Agreement within 30 days after written notice to so comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed as an immediate breach of this Agreement. In such case, the non-defaulting party may pursue against the defaulting party such remedies as provided by law or in equity, including without limitation, the right to specifically enforce this Agreement.

10. **Authority and Consents.** Each party represents and warrants to the other that each has the right, power, legal capacity, and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any other persons are necessary in connection with it. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on behalf of each party. This Agreement has been duly and validly executed and delivered by each party to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms.

11. **Entire Agreement.** This Agreement and the Master Agreement constitute the entire agreement of the parties relating to the subject matter hereof, and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof

have been made by the parties that are not expressly set forth in this Agreement. This Agreement may be modified or amended only by a separate writing signed by the parties.

12. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement shall remain in full force and effect.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Kansas.

## **JUNCTION CITY AREA CHAMBER OF COMMERCE**

---

Judd Liebau, Chair

## **CITY OF JUNCTION CITY, KANSAS**

---

PAT LANDES, Mayor

ATTEST:

---

TYLER FICKEN, City Clerk

## **THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY, KANSAS**

---

LARRY HICKS, Chairperson

---

FLORENCE WHITEBREAD, Commissioner

---

BEN BENNETT, Commissioner

ATTEST:

---

REBECCA BOSSEMEYER, County Clerk

EXHIBIT D  
Organization

